



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 27, 2004

SUBJECT: FAP 304

Project SBIL99-5(1)

Section 99-00212-00-HP (Alton)

Madison County

Contract No. 97219

Item 112

March 5, 2004 Letting

## TO PROSPECTIVE BIDDERS:

In accordance with your request, we have sent you plans and/or a proposal for the subject improvement.

Due to clarify information necessary to revise the following:

**Included 8 1/2 x 11 diagram of foundation plan to replace the foundation plan currently shown on sheet 3 of the plans.**

**Proposal – Revised pages 14, 16, 25, 26, 53 & 67**

**Plans – Revised sheets 3, 4 & 6**

Prime contractors must utilize the enclosed material when preparing their bid and must include any Schedule of Prices changes in their bidding proposal. Bidders using computer-generated bids are cautioned to reflect any and all Schedule of Prices changes, if involved, into their computer programs.

Since the proposal sheets are printed back to back, bidders are cautioned to exercise care when inserting revised and/or added special provisions into their proposals.

Please call 217-782-7806 if any of the above-described material is not included in this transmittal.

Very truly yours,

Michael L. Hine  
Engineer of Design and Environment

A handwritten signature in cursive script, reading "Ted B. Walschleger", followed by the letters "DE" in a small, stylized font.

By: Ted B. Walschleger  
Engineer of Project Development  
and Implementation

**If you plan to submit a bid directly to the Department of Transportation**

**PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

**REQUESTS FOR AUTHORIZATION TO BID**

Contractors receiving paper plans and/or proposals who are wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) or Contractors downloading plans and/or proposals who are wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

**WHO CAN BID ?**

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" (BDE 124) or "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

**ADDENDA:** It is the contractor's responsibility to determine which, if any, addenda pertains to any project they may be bidding. Failure to incorporate all relevant addenda may cause the bid to be declared unacceptable. When the Department implements electronic **ONLY** Plans and Proposals it will not send addenda to individual plan holders. Each addendum will be placed with the electronic Plan and/or Proposal. Addenda will also be placed on the Addendum Checklist and each subscription service subscriber will be notified by e-mail of each addendum issued. The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website [www.dot.state.il.us](http://www.dot.state.il.us) before submitting final bid information.

**IDOT is not responsible for any e-mail related failures.**

Questions may be directed to Jim Duncan at 217-782-7806 or [duncanjr@nt.dot.state.il.us](mailto:duncanjr@nt.dot.state.il.us).

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required  
by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806
Electronic plans and proposals	217/785-5875

**ADDENDUMS TO THE PROPOSAL FORMS**

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested/downloaded prior to the date of the addendum, an addendum package should have been mailed to the planholder or updated electronically on IDOT's website. If plans/proposals were ordered/downloaded after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

# 112

RETURN WITH BID

Proposal Submitted By

Name

Address

City

Letting March 5, 2004

## NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.  
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

# Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department  
of Transportation

Springfield, Illinois 62764

Contract No. 97219  
MADISON County  
Section 99-00212-00-HP (Alton)  
Project SBIL99-5(1)  
Route FAP 304  
District 8 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL  
(See instructions inside front cover)

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?:** Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

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**RETURN WITH BID**



**Illinois Department  
of Transportation**

**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 97219  
MADISON County  
Section 99-00212-00-HP (Alton)  
Project SBIL99-5(1)  
Route FAP 304  
District 8 Construction Funds**

**Construction consists of a public restroom at the Great River Road and Grand Avenue extension near the southwest corner of Alton.**

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

# **RETURN WITH BID**

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000 .....	\$150	\$2,000,000	to	\$3,000,000 .....	\$100,000
\$5,000	to \$10,000 .....	\$300	\$3,000,000	to	\$5,000,000 .....	\$150,000
\$10,000	to \$50,000 .....	\$1,000	\$5,000,000	to	\$7,500,000 .....	\$250,000
\$50,000	to \$100,000 .....	\$3,000	\$7,500,000	to	\$10,000,000 .....	\$400,000
\$100,000	to \$150,000 .....	\$5,000	\$10,000,000	to	\$15,000,000 .....	\$500,000
\$150,000	to \$250,000 .....	\$7,500	\$15,000,000	to	\$20,000,000 .....	\$600,000
\$250,000	to \$500,000 .....	\$12,500	\$20,000,000	to	\$25,000,000 .....	\$700,000
\$500,000	to \$1,000,000 .....	\$25,000	\$25,000,000	to	\$30,000,000 .....	\$800,000
\$1,000,000	to \$1,500,000 .....	\$50,000	\$30,000,000	to	\$35,000,000 .....	\$900,000
\$1,500,000	to \$2,000,000 .....	\$75,000	over		\$35,000,000 .....	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_ \$( ). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

## **Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:      Item \_\_\_\_\_

   Section No. \_\_\_\_\_

   County \_\_\_\_\_

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

## RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.



STATE JOB #- C-98-115-99  
PPS NBR - 0-05034-0000

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
MADISON	119	08	99-00212-00-HP ALTON	SBIL99-0005/001/000	FAP 304

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0011900	COMFORT STATION	EACH	1.000 X			=	
70101700	TRAF CONT & PROT	L SUM	1.000 X			=	

TOTAL \$

NOTE:

1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

## RETURN WITH BID

### STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

#### I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

##### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

## RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **E. Inducements**

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

### **III. CERTIFICATIONS**

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

#### **D. Bid-Rigging/Bid Rotating**

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

## RETURN WITH BID

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

### **F. Drug Free Workplace**

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

#### **G. Debt Delinquency**

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### **H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### **I. ADDENDA**

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

#### **J. Section 42 of the Environmental Protection Act**

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

## TO BE RETURNED WITH BID

### IV. DISCLOSURES

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

#### **B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. **Disclosure Forms.** Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

#### **C: Disclosure Form Instructions**

##### **Form A: For bidders that have previously submitted the information requested in Form A**

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

### CERTIFICATION STATEMENT

**I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.**

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Form A: For bidders who have NOT previously submitted the information requested in Form A**

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that a Federal 10K company is required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ☐ NO ☐
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ☐ NO ☐
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ☐ NO ☐
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ☐ NO ☐  
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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# ILLINOIS DEPARTMENT OF TRANSPORTATION

RETURN WITH BID/OFFER

## Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

### DISCLOSURE OF FINANCIAL INFORMATION

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

**FOR INDIVIDUAL (type or print information)**

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

Type of ownership/distributable income share:

stock \_\_\_\_\_ sole proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ other: (explain on separate sheet):  
% or \$ value of ownership/distributable income share: \_\_\_\_\_

**2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

## RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_ No \_\_\_

## RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

### APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the **INDIVIDUAL** named on previous page.

Completed by: \_\_\_\_\_

\_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by: \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Completed by: \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Date

### NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the **CONTRACTOR** listed on the previous page.

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Other Contracts &  
Procurement Related Information  
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ☐ No ☐  
**If "No" is checked,** the bidder only needs to complete the signature box on the bottom of this page.

**2. If "Yes" is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE SIGNED**

_____ Name of Authorized Representative (type or print)	
_____ Title of Authorized Representative (type or print)	
_____ Signature of Authorized Representative	_____ Date

## RETURN WITH BID

### SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

BC 1256 - Pg 1 (Rev. 3/98)  
IL 494-0454

RETURN WITH BID

Contract No. 97219  
MADISON County  
Section 99-00212-00-HP (Alton)  
Project SBIL99-5(1)  
Route FAP 304  
District 8 Construction Funds

**PART II. WORKFORCE PROJECTION - continued**

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

**PART III. AFFIRMATIVE ACTION PLAN**

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.

- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

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**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

B. **CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:**

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES \_\_\_\_\_ NO \_\_\_\_\_
2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations?  
YES \_\_\_\_\_ NO \_\_\_\_\_



**RETURN WITH BID**

**Contract No. 97219  
MADISON County  
Section 99-00212-00-HP (Alton)  
Project SBIL99-5(1)  
Route FAP 304  
District 8 Construction Funds**

**PROPOSAL SIGNATURE SHEET**

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name \_\_\_\_\_

(IF AN INDIVIDUAL)

Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_

By \_\_\_\_\_

(IF A CO-PARTNERSHIP)

Business Address \_\_\_\_\_

Name and Address of All Members of the Firm:  
\_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_

By \_\_\_\_\_ Signature of Authorized Representative

(IF A CORPORATION)

Typed or printed name and title of Authorized Representative  
\_\_\_\_\_

Attest \_\_\_\_\_ Signature

(IF A JOINT VENTURE, USE THIS SECTION  
FOR THE MANAGING PARTY AND THE  
SECOND PARTY SHOULD SIGN BELOW)

Business Address \_\_\_\_\_  
\_\_\_\_\_

Corporate Name \_\_\_\_\_

By \_\_\_\_\_ Signature of Authorized Representative

(IF A JOINT VENTURE)

Typed or printed name and title of Authorized Representative  
\_\_\_\_\_

Attest \_\_\_\_\_ Signature

Business Address \_\_\_\_\_  
\_\_\_\_\_

If more than two parties are in the joint venture, please attach an additional signature sheet.

# RETURN WITH BID



**Illinois Department  
of Transportation**

**Division of Highways  
Proposal Bid Bond  
(Effective November 1, 1992)**

Item No. \_\_\_\_\_  
Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, are \_\_\_\_\_

held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

(Company Name)

(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

## Notary Certification for Principal and Surety

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

My commission expires \_\_\_\_\_ Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID# \_\_\_\_\_

Company/Bidder Name \_\_\_\_\_

Signature and Title \_\_\_\_\_

BD 356 (Rev. 2000)

# PROPOSAL ENVELOPE



Illinois Department  
of Transportation

## PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

### NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 97219  
MADISON County  
Section 99-00212-00-HP (Alton)  
Project SBIL99-5(1)  
Route FAP 304  
District 8 Construction Funds



**Illinois Department of Transportation**



**Illinois Department  
of Transportation**

**NOTICE TO BIDDERS**

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 5, 2004. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 97219  
MADISON County  
Section 99-00212-00-HP (Alton)  
Project SBIL99-5(1)  
Route FAP 304  
District 8 Construction Funds**

**Construction consists of a public restroom at the Great River Road and Grand Avenue extension near the southwest corner of Alton.**

3. **INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

CHECKSHEET  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2004

This sheet contains a listing of the ERRATA, and SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) ( Revised 1-1-04)

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SUPPLEMENTAL SPECIFICATIONS

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251	Mulch .....	4
440	Removal of Existing Pavement and Appurtenances .....	5
442	Pavement Patching .....	6
449	Removal and Replacement of Preformed Elastomeric Compression Joint Seal.....	7
501	Removal of Existing Structures .....	8
503	Concrete Structures.....	9
505	Steel Structures .....	10
506	Cleaning and Painting Metal Surfaces .....	13
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540	Box Culverts .....	16
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1003	Fine Aggregates .....	21
1004	Coarse Aggregate .....	22
1020	Portland Cement Concrete .....	25
1021	Concrete Admixtures .....	32
1022	Concrete Curing Materials.....	33
1024	Nonshrink Grout .....	35
1056	Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert pipe .....	37
1060	Waterproofing Materials .....	38
1069	Pole and Tower .....	39
1070	Foundation and Breakaway Devices.....	40
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1080	Fabric Materials .....	43
1083	Elastomeric Bearings.....	46
1094	Overhead Sign Structures .....	47
1103	Portland Cement Concrete Equipment.....	48

The following RECURRING SPECIAL PROVISIONS and RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	<input checked="" type="checkbox"/> State Required Contract Provision All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83) .....	49
2	<input checked="" type="checkbox"/> Subletting of Contracts (Federal Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93).....	51
3	<input checked="" type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	52
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-aid Contracts (Eff. 3-20-69) (Rev. 1-1-94).....	63
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93) .....	69
6	<input type="checkbox"/> Reserved .....	74
7	<input type="checkbox"/> Asphalt Quantities and Cost Reviews (Eff. 7-1-88) .....	75
8	<input type="checkbox"/> National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03).....	76
9	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	77
10	<input type="checkbox"/> Construction Layout Stakes Except for Structure" (Eff. 1-1-99) (Rev. 1-1-02) .....	78
11	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02) .....	81
12	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97).....	84
13	<input type="checkbox"/> Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97) .....	86
14	<input type="checkbox"/> Bituminous Surface Treatment Half-Smart (Eff. 7-1-93) (Rev. 1-1-97) .....	92

15	<input type="checkbox"/> Quality Control/Quality Assurance of Bituminous Concrete Mixtures (Eff. 1-1-00) (Rev. 1-1-04)	98
16	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-95)	117
17	<input type="checkbox"/> Bituminous Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 10-15-97)	121
18	<input type="checkbox"/> Resurfacing of Milled Surfaces (Eff. 10-1-95)	123
19	<input type="checkbox"/> PCC Partial Depth Bituminous Patching (Eff. 1-1-98)	124
20	<input type="checkbox"/> Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99)	126
21	<input type="checkbox"/> <b>Reserved</b>	128
22	<input type="checkbox"/> Protective Shield System (Eff. 4-1-95) (Rev. 1-1-03)	129
23	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-04)	131
24	<input type="checkbox"/> Controlled Low Strength Material (CLSM) (Eff. 1-1-90) (Rev. 1-1-00)	133
25	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98)	138
26	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	139
27	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97)	144
28	<input type="checkbox"/> Give em a Brake Sign (Eff. 8-1-89) (Rev. 8-1-91)	146
29	<input type="checkbox"/> Portable Changeable Message Signs (Eff. 11-1-93) (Rev. 2-1-96)	147
30	<input type="checkbox"/> <b>Reserved</b>	148
31	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	149
32	<input type="checkbox"/> <b>Reserved</b>	150
33	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96)	151
34	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	152
35	<input type="checkbox"/> Polymer Modified Emulsified Asphalt (Eff. 1-1-04)	154
36	<input type="checkbox"/> Corrosion Inhibitor (Eff. 3-1-90) (Rev. 7-1-99)	156
37	<input type="checkbox"/> QC of Concrete Mixtures at the Plant - Single A (Eff. 8-1-00) (Rev. 1-1-04)	157
38	<input type="checkbox"/> QC of Concrete Mixtures at the Plant - Double A (Eff. 8-1-00) (Rev. 1-1-04)	163
39	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-04)	171
40	<input type="checkbox"/> Traffic Barrier Terminal Type 1, Special (Eff. 8-1-94) (Rev. 1-1-03)	185
41	<input type="checkbox"/> <b>Reserved</b>	186
42	<input type="checkbox"/> Segregation Control of Bituminous Concrete (Eff. 7-15-97)	187
43	<input type="checkbox"/> <b>Reserved</b>	190

#### RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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LRS 1 <input type="checkbox"/> Cooperation With Utilities (Eff. 1-1-99) (Rev. 1-1-02)	192
LRS 2 <input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-02)	194
LRS 3 <input checked="" type="checkbox"/> Construction Zone Traffic Control (Eff. 1-1-99)	195
LRS 4 <input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99)	196
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LRS 6 <input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	198
LRS 7 <input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02)	204
LRS 8 <input type="checkbox"/> Failure to Complete the Work on Time (Eff. 1-1-99)	210
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LRS 10 <input type="checkbox"/> Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	212
LRS 11 <input type="checkbox"/> Employment Practices (Eff. 1-1-99)	213
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SD 16	"Slab Movement Detection Device" (Eff. 11-1-84).....	
SD 17	"Required Cold Milled Surface Texture" (Eff. 11-1-87).....	
107	<b>Reserved</b>	
108	"Combination Bids (Eff. 1-1-94)(Rev. 1-1-02). Developed by the Bureau of Local Roads..... and Streets to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103	
109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed by the Bureau of Local Roads..... and Streets to assist local agencies in handling contract claims.	
212	"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02).....	
302	"Soil-Lime Mixture (Eff. 8-31-95)(Rev. 1-1-02). Developed by the Bureau of Local Roads ..... and Streets to modify Section 302.	
355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73)(Rev. 1-1-02).....	
355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63)(Rev. 1-1-02)	
355-3	"Bituminous Aggregate Mixture Base Course" (6-27-66)(Rev. 1-1-02). Developed by the..... Bureau of Materials and Physical Research and the Bureau of Local Roads and Streets to construct a stabilized base course with paving grade asphalt.	
400	"Penetrating Emulsified Prime" (Eff. 4-1-84)(Rev. 1-1-02).....	
402	"Salt Stabilized Surface Course" (Eff. 2-20-63)(Rev. 1-1-02).....	
403-1	"Penetrating Emulsified Asphalt" (Eff. 1-1-94)(Rev. 1-1-02). Developed for bituminous..... surface treatments on roads that require flexibility and penetration due to low traffic volume.	
403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69)(Rev. 1-1-02).....	
420	"PCC Pavement (Special)" (Eff. 5-12-64)(Rev. 1-1-02). Developed by the Bureau..... of Local Roads and Streets to allow local agencies to construct quality PCC pavements for low volume roads.	
430	"Paving Brick and Concrete Pave Pavements and Sidewalks" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets and the Bureau of Materials & Physical Research to provide statewide requirements for paving brick and concrete paver pavements and sidewalks.	
442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed by the Bureau of Local Roads & Streets to reference approved bituminous patching mixtures.	
451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91)(Rev. 1-1-02).....	
503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73)(Rev. 1-1-02).....	
503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed ..... by the Bureau of Local Roads and Streets to allow a load charge to be added when short loads are expected during the contract.	
542	"Pipe Culverts, Type (Furnished)" (Eff. 9 -1-64) (Rev. 1-1-02).....	
663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-02).....	
701	"Flagger Certification" (Eff. 1-1-93) (Rev. 1-1-02).....	
702	"Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to require florescent orange sheeting and minimum sign size of 48" X 48" on construction and maintenance signs.	
1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the..... Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02).....	

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04-01 X	"Disadvantage Business Enterprise Participation" (Eff. 11/7/03)(Rev. 10/1/03). ..... Developed by the Bureau of Small Business Enterprises for contracts with DBE goals.	74-79
04-02	"Training Special Provisions" (Eff. 10/15/75).....	
04-03 X	"Payment to Subcontractors" (Eff. 6/1/00). (Rev 9/1/03) Developed by the Bureau of Construction to ensure that contractors pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.	80
04-04	"Additional Bidder Responsibility Evaluation" (Eff 1/1/04) Developed by the Office of Chief Council.	



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04-05	X	"Partial Payments" (Eff 9/17/03). Developed by the Bureau of Construction to eliminate retainage from our contracts. The special provision for Material Allowances has been incorporated for convenience".	81
04-06		Reserved.....	
04-07		"Railroad Protective Liability Insurance" (Eff. 12/1/86)(Rev. 5/1/88).....	
04-08	X	"Traffic Control Deficiency Deduction" (Eff. 4/1/92)(Rev. 1/1/03). Developed to ensure.....	82
		the prompt response to deficiencies to specified traffic control and protection.	
04-09	X	"Weight Control Deficiency Deduction" (Eff.. 4/1/01) (Rev. 8/1/02). Developed by the.....	83
		Bureau of Construction, Office of Chief Counsel, and the Office of Quality to adjust pay based on random truck weighings.	
04-10		"Erosion and Sediment Control Deficiency Deduction" (Eff. 8/1/01) (Rev. 11/1/01).....	
		Developed by the Bureau of Design and Environment and the Bureau of Construction to correct the deduction percentage and to further clarify a "deficiency".	
04-11		"Inlet Filters" (Eff 8/1/03). Developed by the Bureau of Materials and Physical Research and the Illinois Development Council to provide statewide requirements for inlet filters.	
04-12		Reserved.....	
04-13		"Subgrade Preparation" (Eff. 11/01/02). Developed by the Subgrade Stability Manual.....	
		Committee to reduce the maximum allowable rut depth in subgrades.	
04-14		Reserved.....	
04-15		Reserved.....	
04-16		"Superpave Bituminous Concrete Mixtures" (Eff. 1/1/00)(Rev. 1/1/04).....	
		Developed by the Bureau of Materials and Physical Research.	
04-17		"RAP for Use in Bituminous Concrete Mixtures" (Eff. 1/1/00)(Rev. 4/1/02).....	
		Revised by the Bureau of Materials and Physical Research to allow RAP from routes or airfields under federal and local agency jurisdiction, improving the consistency of conglomerate RAP, and allowing RAP from BAM to be worked back into stabilized subbase and BAM shoulders.	
04-18		Reserved.....	
04-19		"Superpave Bituminous Concrete Mixtures (Low ESAL)" (Eff. 1/1/01)(Rev. 1/1/03). ....	
		Revised by the Bureau of Materials and Physical Research to include all guidelines for Low ESAL superpave bituminous concrete mixtures.	
04-20		"Bituminous Concrete Surface Course" (Eff. 4/1/01).(Rev 4/1/03) Developed by the Bureau of Materials and Physical Research to allow total tonnage to be calculated. The requirement for skid-resistant aggregate in bituminous concrete surfaces mandates the use of aggregates with varying specific gravities. Surface course mixtures may weigh from 105 to 127 pounds per square yard per inch of thickness. The designer does not know what aggregate sources the contractor will select and therefore cannot accurately predict the total tonnage on the job.	
04-21		Reserved.....	
04-22		"Shoulder Resurfacing" (Eff. 2/1/00)(Rev. 8/1/02). Developed by the Bureau of Design.....	
		and Environment to minimize motorist costs and inconveniences.	
04-23		Reserved.....	
04-24		"Coarse Aggregate for Trench Backfill, Backfill, and Bedding" (Eff. 4/1/01)(Rev. 11/1/03).....	
		Developed by the Bureau of Construction to allow the use of coarse aggregate as bedding, backfill and trench backfill for pipe culverts and storm sewers. It also allows the use of controlled low strength material for backfilling the trenches at the Contractor's option and expense.	
04-25		Reserved.....	
04-26		Reserved.....	
04-27		Reserved.....	
04-28		"Expansion Joints" (Eff 8/1/03). Developed by the Bureau of Materials & Physical Research to require plastic expansion caps in lieu of metal pinch stops on the ends of dowel bars in expansion joints.	
04-29		Reserved.....	
04-30		"Curb Ramps for Sidewalk" (Eff 1/1/04) Developed by the Bureau of Design and Environment and the Bureau of Materials and Physical Research to comply with Americans with Disabilities Act, Accessibility Guidelines (ADAAG) for detectable warnings on curb ramps.	
04-31		Reserved.....	
04-32		Reserved.....	
04-33		Reserved.....	

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04-35		"Portland Cement Concrete Patching" (Eff. 1/1/01)(Rev. 1/1/04). Developed by..... the Bureau of Materials and Physical Research to provide additional rapid set patching mixtures, clarify the use of admixtures, and change the opening strength requirements.	
04-36		"Calcium Chloride Accelerator for Portland Cement Concrete Patching" (Eff. 1/1/01). .... Developed by the Bureau of Materials and Physical Research to allow the use of a calcium chloride accelerator for patching.	
04-37		"Asbestos Bearing Pad Removal" (Eff. 11/01/03). Developed by the Bureau of Design and Environment.	
04-38		<b>Reserved</b> .....	
04-39		"Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal" ..... (Eff. 6/1/89)(Rev. 6/30/94)	
04-40		"Precast Concrete" (Eff. 7/1/99)(Rev. 1/1/02). Developed by the Bureau of Materials..... and Physical Research to allow the use of slag/modified portland cement.	
04-41		<b>Reserved</b> .....	
04-42		"Adjusting Frames and Grates" (Eff. 8/1/01)(Rev. 11/1/01). Developed by the..... Bureau of Materials and Physical Research and the Illinois Highway Development Council to allow the use of plastic and structural steel adjusting rings.	
04-43		"Driving Guardrail Posts" (Eff. 4/1/98). Developed by the Bureau of Design and ..... Environment to give the Contractor the option to drive steel posts through bituminous shoulders when the foreslopes are 1:3 or flatter.	
04-44		"Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals" (Eff. 1/1/01)..... Developed by the Bureau of Design and Environment to require the replacement of steel block-outs with wood block-outs during the removal and re-erection of steel plate beam guardrail and traffic barrier terminals.	
04-45		"Impact Attenuators" (Eff. 11/1/03) Developed by the Bureau of Design and Environment to combine "Sand Module Impact Attenuators" and "Traffic Barrier Terminal Type 3, Special" into one specification. All of the these devices are now called Impact Attenuators and are categorized by their operational/ redirective properties. The revised approach is also reflected in BDE Procedure Memorandum 34-03, Impact Attenuators and the Department's Approved List of Impact Attenuators.	
04-46		"Impact Attenuators, Temporary" (Eff. 11/1/03) Developed by the Bureau of Design and Environment to combine "Sand Module Impact Attenuators" and "Traffic Barrier Terminal Type 3, Special" into one specification. All of these devices are now called Impact Attenuators and are categorized by their operational/redirective properties. This revised approach is also reflected in BDE Procedure Memorandum 34-03, Impact Attenuators and the Department's Approved List of Impact Attenuators.	
04-47	X	"Flagger Vests" (Eff. 4/1/03). Developed by the Bureau of Operations to bring department ..... specifications for flagger vests into compliance with the American National Standards Institute specification ANSI/ISEA 107-1999 for high visibility safety apparel.	84
04-48		"Temporary Modular Glare Screen System" (Eff. 1/1/00). Developed by the Bureau of Operations.....	
04-49		<b>Reserved</b> .....	
04-50	X	"Placement of Arrow Boards" (Eff. 8/1/01). Developed by the Bureau of Operations.....	85
04-51		"Public Convenience and Safety" (Eff. 1/1/00). Developed by the Bureau of Design and ..... Environment in an effort to minimize motorist costs and inconvenience.	
04-52		"Transient Voltage Surge Suppression" (Eff. 8/1/03). Developed by the Bureau of Operations and the Bureau of Design and Environment to provide statewide requirements for transient voltage surge suppression of traffic signal controller cabinets.	
04-53		"Epoxy Pavement Markings" (Eff. 1/1/01)(Rev. 8/1/03). Developed by the Bureau of ..... Operations to revise the glass beads applied to epoxy pavement markings to improve reflectivity and durability of the pavement markings.	
04-54		"Accessible Pedestrian Signals (APS)" (Eff. 4/1/03). Developed by the Bureau of Operations and..... The Bureau of Design to provide statewide requirements for accessible pedestrian signals (APS).	
04-55		"Epoxy Coatings for Steel Reinforcement" (Eff. 4/1/03). Developed by the Bureau of Materials and..... Physical Research to require all producer's of epoxy coated reinforcing steel to be certified by the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.	
04-56		"Stone for Erosion Protection, Sediment Control and Rockfill" (Eff 1/1/04) Developed by the Bureau of Materials & Physical Research to update the quality and gradation requirements of stone used for erosion protection, sediment control, and rockfill.	

ISP#		TITLE	
04-57		"Hand Vibrator" (Eff 11-1-03). Developed by the Bureau of Materials & Physical Research in response to a recommendation by the FHWA Substructure Quality Improvement Team to prevent damage to the epoxy coating on reinforcement bars.	
04-58	X	"Working Days" (Eff. 1/1/02). Developed by the Bureau of Design and Environment to replace the working days paragraph deleted from BDE's proposal forms.	86
04-59		"Bituminous Base Course/ Widening Superpave" (Eff. 4/1/02) (Rev. 1/1/03). Developed by the Bureau of Materials and Physical Research to specify the design of superpave mixtures that are comparable to bituminous base course.	
04-60		"Stabilized Subbase and Bituminous Shoulders Superpave" (Eff. 4/1/02) (Rev. 1/1/03). Developed by the Bureau of Materials and Physical Research to specify the design of a superpave mixture that is comparable to a bituminous aggregate mixture (BAM). It also establishes a pay item for BITUMINOUS SHOULDER SUPERPAVE.	
04-61		"Organic Zinc-Rich Paint System" (Eff. 11/1/01) (Rev 8/1/03). Developed by the Bureau of Materials... and Physical Research in response to the recommendations of the 1999 FHWA/IDOT Bridge Coatings Process Review.	
04-62		"Light Emitting Diode (LED) Signal Head" (Eff. 4/1/02) (Rev 8/1/03). Developed by the Bureau of Operations to provide Statewide requirements for LED signal heads.	
04-63		"Furnished Excavation" (Eff. 8/1/02) (Rev 8/1/03). Developed by the Bureau of Design & Environment to clarify the method of measurement for furnished excavation.	
04-64		"Surface Testing of Interstate Pavements" (Eff. 4/1/02) (Rev 8/1/03). Developed by the Bureau of Materials & Physical Research as part of the Illinois Smoothness Initiative (ISI).	
04-65		"Freeze-Thaw Rating" (Eff. 11/1/02). Developed by the Bureau of Materials & Physical Research to restrict D-cracking susceptible aggregate for pavement appurtenances.	
04-66		"Traffic Structures" (Eff. 11/1/02). Developed by the Bureau of Bridges & Structures... to comply with new AASHTO specifications.	
04-67		"Sealing Abandoned Water Wells" (Eff. 11/1/02). Developed by the Bureau of Design and Environment....	
04-68		"Temporary Erosion Control" (Eff. 11/1/02). Developed by the Illinois Highway Development.... Council to add another material option for temporary ditch checks.	
04-69		"Precast Block Revetment Mat" (Eff. 1/1/03). Developed by the Bureau of Materials & Physical Research and the Bureau of Design & Environment to provide material requirements for precast block revetment mat and disregard conflicting information in the Standard Specifications.	
04-70		"Articulated Block Revetment Mat" (Eff. 1/1/03). Developed by the Bureau of Materials & Physical Research and the Bureau of Design & Environment to provide material requirements for articulated block revetment mat and disregard conflicting information in the Standard Specifications.	
04-71		"Controlled Aggregate Mixing System" (Eff. 11/1/02). Developed by the Bureau of Materials & Physical Research.	
04-72		"Chair Supports" (Eff. 11/1/02) (Rev. 11/2/02). Developed by the Bureau of Materials & Physical Research to eliminate the use of plastic chair support for continuously reinforced pavements.	
04-73		"Epoxy Coating on Reinforcement" (Eff. 4/1/97) (Rev. 1/1/03). Developed to eliminate epoxy coatings on pavement reinforcement bars and thus reduce construction costs.	
04-74		"Multilane Pavement Patching" (Eff. 11/1/02). Developed to address work stoppages and material shortages that have been occurring with pavement patching.	
04-75		"Bridge Deck Construction" (Eff. 4/1/02) (Rev. 1/1/04). Developed by the Bureau of Materials & Physical Research in response to the recommendations of the 1998 FHWA/IDOT Bridge Deck Construction Process Review.	
04-76		"Preformed Recycled Rubber Joint Filler" (Eff. 11/1/02). Developed by the Illinois Highway Development Council to add another material option for preformed expansion joint fillers.	
04-77		"Insertion Lining of Pipe Culverts" (Eff. 11/1/02). (Rev 8/1/03) Developed by the Bureau of Materials & Physical Research as the result of discussions by the Implementation Sections of the Central Bureaus and Districts.	
04-78		"Underdrain Operations" (11/1/02). Developed to minimize motorists' inconvenience.	
04-79		"Shoulder Inlets with Curb" (Eff. 8/1/02). Developed by the Bureau of Design & Environment to include the portland cement concrete slab in the cost of the inlet box.	
04-80		"Traffic Barrier Terminals" (Eff. 1/1/03). Developed by the Bureau of Design & Environment to meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350.	
04-81		"Shoulder Rumble Strips" (Eff. 1/1/03). Developed by the Bureau of Design & Environment....	

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04-82	"Allowable Lane Differential" (Eff. 7/1/03). Developed by the Bureau of Materials & ..... Physical Research due to interstate resurfacing policy change.	
04-83	"Work Zone Traffic Control Devices" (Eff. 1/1/03) (Rev 4/1/03). Developed by the Bureau of Operations and the Bureau of Design & Environment to meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350.	
04-84	"Fluorescent Orange Sheeting on Drums" (Eff. 11/1/00) (Rev. 1/1/03). Developed by the..... Bureau of Operations to increase the visibility of drums.	
04-85	"Vertical Barricades" (Eff. 11/1/02) (Rev 1/1/03). Developed by the Bureau of Operations..... at the request of the District Engineers.	
04-86	"Temporary Concrete Barrier" (Eff. 10/1/02) (Rev 11/1/03). Developed by the Bureau of Design & ... Environment to meet the National Highway Research Program (NCHRP) Report 350 requirements and to introduce the IDOT F shape barrier design.	
04-87	"Lime Gradation Requirements" (Eff. 11/1/02). Developed by the Bureau of Materials & Physical..... Research to revise the current lime gradation requirements.	
04-88	X "Concrete Admixtures" (Eff. 1/1/03) (Rev 1/1/04). Developed by the Bureau of Materials & Physical research.	87-90
04-89	X "Portland Cement Concrete" (Eff. 11/1/02). Developed by the Bureau of Materials & Physical..... Research and the PCC Technical Group.	91
04-90	X "Curing and Protection of Concrete Construction" (Eff. 1/1/04). Developed to correct and clarify the curing/ protection requirements for concrete.	92-98
04-91	"Concrete Barrier" (Eff. 1/1/04). Developed by the Bureau of Design and Environment to redesign IDOT's permanent concrete barrier to the F shape.	
04-92	"Temporary Portable Bridge Traffic Signals" (Eff. 8/1/03). Developed by the Bureau of Operations to provide statewide requirements for temporary portable (i.e. trailer mounted) bridge traffic signals.	
04-93	"Raised Reflective Pavement Markers (Bridge)" (Eff. 8/1/03). Developed by the Bureau of Operations to provide statewide requirements for raised reflective pavement markers used on bridge decks.	

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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Piasa Park – Phase I Comfort Station, Alton, Illinois, and in case of conflict with any part or parts, of said Specifications, the said Special Provision shall take precedence and shall govern. Special attention shall be given to all notes and general notes on plans.

### **DESCRIPTION OF WORK**

This project consists of the construction of a restroom facility, underground electric, utility connections and miscellaneous items of construction.

### **FEDERAL AND STATE OCCUPATIONAL SAFETY AND HEALTH ACTS**

Attention is called to the U.S. and State of Illinois Occupational Safety and Health Acts (OSHA) and to the administrative regulations, which have been issued as a result of these laws. All construction activities shall be performed in a manner which will comply with the provisions of the OSHA laws and regulations. In the event of any conflict between construction procedures permitted by the specifications and those required by the Federal and State OSHA laws and regulations, the latter shall prevail. The cost of compliance with OSHA laws and regulations shall not be paid for separately but shall be included as an incidental expense in the contract prices for work to be performed.

### **STATUS OF UTILITIES TO BE ADJUSTED**

<u>Name and Address of Utilities</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Completed</u>
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***No adjustment of utilities will be required for this project.***

The above represents the best information of the Department and is only included for the convenience of the Bidder. The applicable provisions of Sections 102, 103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

### **COOPERATION BETWEEN CONTRACTORS**

This project will be constructed in conjunction with the Parking Lot project shown on the plans, which are part of a separate contract. The Contractors on both projects shall coordinate construction to avoid unnecessary inconvenience and delay to one another and the City of Alton, and will conduct their work in such a manner so as not to damage work being performed by others.

### **TRAFFIC CONTROL PLAN**

*Effective: July 12, 1993*

*Revised: May 12, 1997*

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual of Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Article 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

702001

In addition, the following Special Provision(s) will also govern traffic control for this project:

The roadway to the proposed parking area shall be closed to all traffic for the duration of this project. Type III barricades shall be placed in front of the east leg of the intersection with "ROAD CLOSED" signs attached to the barricades.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION.

**SECTION 03001**

**CONCRETE**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Formwork, reinforcement, accessories, cast-in-place concrete, finishing and curing.

**SUBMITTALS**

Indicate reinforcement sizes, spacing, locations, and quantities, bending and cutting schedules, supporting and spacing devices.

Product Data: Indicate admixtures, and anchors.

**QUALITY ASSURANCE**

Construct and erect concrete formwork in accordance with ACI 301, 318, and 347.

Perform concrete reinforcing work in accordance with ACI 301, ACI 315, ACI 318, CRSI 63, 65, and Manual of Practice, ASTM A184.

Perform cast-in-place concrete work in accordance with ACI 301, ACI 318, ACI 304, ACI 305, and ACI 306.

Prepare shop drawings under seal of Professional Structural Engineer registered in State of Illinois.

**PART 2 - PRODUCTS**

**FORM MATERIALS AND ACCESSORIES**

Form Ties: Snap-off, metal type of adjustable length, cone type.

Form Release Agent: Colorless mineral oil which will not stain concrete or impair natural bonding characteristics of coating intended for use on concrete.

Slab Edge Joint Filler: ASTM D1751, Premolded asphaltic board, ½ inch thick.

Vapor Retarder: 6 mil thick clear polyethylene film, type recommended for below grade application.

### **REINFORCEMENT MATERIALS**

Reinforcing Steel: ASTM A615, 60 psi yield grade; deformed billet steel bars, plain finish.

Welded Steel Wire Fabric: ASTM A185 Plain type, in flat sheets, plain finish.

Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for support of reinforcing.

Fabricate concrete reinforcing in accordance with ACI 315, ACI 318 and ASTM A184.

### **CONCRETE MATERIALS**

Cement: ASTM C150, Normal-Type I Portland Type.

Fine and Coarse Aggregates: ASTM C33.

Water: Clean and not detrimental to concrete.

Air Entrainment Admixture: ASTM C260.

Bonding Agent: Polymer resin emulsion.

Non-shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.

### **COMPOUNDS, HARDENERS AND SEALERS**

Curing Compound: ASTM C309, 1 Type, Class B; Acrylic Type; Clear.

### **CONCRETE MIX**

Mix and deliver concrete in accordance with ASTM C94, Alternative 1.

Provide concrete of the following strength:

Compressive strength 4000 psi (28 day).

Slump 4 to 6 inches.

Minimum water/cement ratio: 0.45.

Select admixture proportions for normal weight concrete in accordance with ACI 301 Method 1.

Add air entraining agent to concrete mix for concrete work exposed to exterior.



### **PART 3 - EXECUTION**

#### **FORMWORK ERECTION**

Erect formwork, shoring and bracing to achieve design requirements.

Camber slabs and framing to achieve ACI 301 tolerances.

Provide bracing to ensure stability of formwork.

Apply form release agent to formwork in accordance with manufacturer's instructions, prior to placing for accessories and reinforcement.

Clean forms as erection proceeds, to remove foreign matter.

#### **INSERTS, EMBEDDED COMPONENTS, AND OPENINGS**

Provide formed openings where required for work to be embedded in and passing through concrete members.

Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

Install concrete accessories straight, level, and plumb.

Place joint filler at perimeter of floor slab.

#### **REINFORCEMENT PLACEMENT**

Place reinforcement, supported and secured against displacement.

Ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings.

#### **PLACING CONCRETE**

Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instructions.

Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches and seal watertight. Repair damaged vapor retarder with vapor retarder material, lap over damaged areas minimum 6 inches and seal watertight.

Separate slabs-on-grade from vertical surfaces with ½ inch thick joint filler, extended from bottom of slab to within ¼ inch of finished slab surface.

Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt successive pours such that cold joints occur.

Screed floors slabs-on-grade to planes indicated on drawings.

### **FORM REMOVAL**

Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

Remove formwork progressively and in accordance with code requirements.

### **FLOOR FINISHING**

Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.

Uniformly spread, screed, and float concrete.

Steel trowel surfaces which will be left exposed.

Maintain surface flatness, with maximum variation of  $\frac{1}{4}$  inch in 10 ft.

In areas with floor drains, maintain floor level at walls and slope surfaces uniformly to drains.

### **CURING**

Apply sealer on floor surfaces in accordance with manufacturer's instructions.

Immediately after placement, protect concrete from premature drying.

Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

### **FIELD QUALITY CONTROL**

Three (3) Concrete Test Cylinders: Taken for every 25 or less cu yds of concrete placed.

One (1) Additional Test Cylinder: Taken during cold weather concreting, and be cured on job site under same conditions as concrete it represents.

One (1) Slump Test: Taken for each set of test cylinders taken.

**SECTION 04100**  
**MORTAR AND MASONRY GROUT**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Mortar and grout for masonry

**RELATED SECTIONS**

Section 01400 – Quality Control: Testing laboratory services.

Section 04300 – Unit Masonry System: Installation of mortar.

Section 08110 – Steel Doors and Frames: Grouting steel door frames.

**REFERENCES**

ACI 530 – Building Code Requirements for Masonry Structures.

ACI 530.1 – Specifications for Masonry Structures.

ASTM C94 – Ready-Mixed Concrete.

AST C144 – Aggregate for Masonry Mortar.

ASTM C150 – Portland Cement.

ASTM C207 – Hydrated Lime for Masonry Purposes.

ASTM C270 – Mortar for Unit Masonry.

ASTM C404 – Aggregates for Masonry Grout.

ASTM C780 – Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

ASTM C1072 – Method for Measurement of Masonry Flexural Bond Strength.

ASTM E447 – Test Methods for Compressive Strength of Masonry Prisms.

ASTM E518 – Test Methods for Flexural Bond Strength of Masonry.

IMIAC (International Masonry Industry All-Weather Council) – Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

### **SUBMITTALS**

Submit under provisions of Section 01300.

Include design mix, indicate whether the Proportion or Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.

Reports: Submit reports on mortar indicating conformance of mortar to property requirements of ASTM C270, component mortar materials to requirements of ASTM C270, and test and evaluation reports to ASTM C780.

Submit manufacturer's installation instructions under provisions of Section 01300.

### **QUALITY ASSURANCE**

Perform Work in accordance with ACI 530 and ACI 530.1.

### **DELIVERY, STORAGE, AND HANDLING**

Deliver, store, protect, and handle products to site under provisions of Section 01600.

Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

### **ENVIRONMENTAL REQUIREMENTS**

Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.

Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

## **PART 2 - PRODUCTS**

### **MATERIALS**

Portland Cement: ASTM C150, Type I, White Color.

Mortar Aggregate: ASTM C144, Standard Masonry Type.

Hydrated Lime: ASTM C207, Type S.

Grout Fine Aggregate: Sand.

Water: Clean and potable.

Bonding Agent: Epoxy Type.

### **MORTAR MIXES**

Mortar for Load Bearing Walls and Partitions: ASTM C270, Type M using the Property specification.

Mortar for Non-Load Bearing Walls and Partitions: ASTM C270, Type S using the Property specification.

Stain Resistant Pointing Mortar: One part Portland cement, 1/8 part hydrated lime, and two parts graded (80 mesh) aggregate, proportioned by volume. Add aluminum trihydrate, calcium stearate, or ammonium stearate equal to 2 percent of Portland cement by weight.

### **MORTAR MIXING**

Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.

Maintain sand uniformly damp immediately before the mixing process.

Add admixtures in accordance with manufacturer's instructions. Provide uniformity of mix and coloration.

Do not use anti-freeze compounds to lower the freezing point of mortar.

If water is lost by evaporation, re-temper only within two hours of mixing.

Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

### **GROUT MIXES**

Bond beams and Lintels: 2,000 psi strength at 28 days; 8-10 inches slump; mixed in accordance with ASTM C476 Fine grout.

### **MIX TESTS**

Test mortar in accordance with Section 01400.

Testing of Mortar Mix: In accordance with ASTM C270.

### **PART 3 - EXECUTION**

#### **INSTALLATION**

Install mortar in accordance with ASTM C270.

Work grout into masonry cores and cavities to eliminate voids.

Do not install grout in lifts greater than 16 inches two CMU courses without consolidating grout by rodding.

Do not displace reinforcement while placing grout.

Remove excess mortar from grout spaces.

#### **FIELD QUALITY CONTROL**

Field inspection and testing will be performed under provisions of Section 01400.

Test and evaluate mortar in accordance with ASTM C780.

Test mortar and masonry units to ASTM C1072, E447 and E518; test in conjunction with masonry unit sections specified.

END OF SECTION 04100

**SECTION 04300**  
**UNIT MASONRY SYSTEM**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Concrete masonry units.

Reinforcement, anchorage, and accessories.

**PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION**

Section 05120 – Structural Steel: Placement of steel anchors for bearing plates.

**RELATED SECTIONS**

Section 01400 – Quality Control: 01410 – Testing Laboratory Services: Testing Laboratory Services.

Section 04100 – Mortar and Masonry Grout: Mortar and Grout.

Section 07620 – Sheet Metal Flashing and Trim: Cap flashings over masonry work and placement of reglets for flashings.

**REFERENCES**

ACI 530 – Building Code Requirements for Masonry Structures.

ACI 530.1 – Specifications for Masonry Structures.

ASTM A82 – Cold-Drawn Steel Wire for Concrete Reinforcement.

ASTM A123 – Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.

ASTM A525 – Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.

ASTM A615 – Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

ASTM A641 – Zinc-Coated (Galvanized) Carbon Steel Wire.

ASTM C55 – Concrete Building Brick.

ASTM C90 – Load-Bearing Concrete Masonry Units.

ASTM C129 – Non-Load Bearing Concrete Masonry Units.

ASTM C150 – Portland Cement.

IMIAC (International Masonry Industry All-Weather Council) – Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

### **SUBMITTALS**

Submit under provisions of Section 01300.

Product Data: Provide data for decorative masonry units and fabricated wire reinforcement.

Samples: Submit four samples of decorative block, units to illustrate color, texture and extremes of color range.

### **QUALITY ASSURANCE**

Perform Work in accordance with ACI 530 and ACI 530.1.

### **MOCKUP**

Construct a masonry wall into a panel sized 8 feet long by 6 feet high, which includes mortar and accessories.

Locate where directed.

Mockup may remain as part of the Work.

### **DELIVERY, STORAGE, AND HANDLING**

Deliver, store, protect, and handle products to site under provisions of Section 01600.

### **ENVIRONMENTAL REQUIREMENTS**

Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.

Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

### **COORDINATION**

Coordinate work under provisions of Section 01039.



## **PART 2 - PRODUCTS**

### **MANUFACTURERS - CONCRETE MASONRY UNITS**

F.F. Kirchner, Inc.

E. Dillon & Company.

Substitutions: Under provisions of Section 01600.

### **CONCRETE MASONRY UNITS**

Hollow Load Bearing Block Units (CMU): ASTM C90, Type I – Moisture Controlled Normal Weight.

Hollow Non-Load Bearing Block Units (CMU): ASTM C129, Type I – Moisture Controlled Normal Weight.

Decorative Block Units: ASTM C90, Type I – Moisture Controlled; color as selected to the following design:

Stone face.

### **REINFORCEMENT AND ANCHORAGE**

Single Wythe Joint Reinforcement: Ladder type; steel wire, hot dip galvanized to ASTM A641, Class 3 after fabrication, cold drawn steel wire conforming to ASTM A82, 3/16 inch side rods with 1/8 inch cross ties.

Reinforcing Steel: ASTM A615, 60 yield grade, deformed billet bars, uncoated finish.

### **MORTAR AND GROUT**

Mortar and Grout: As specified in Section 04100.

### **ACCESSORIES**

Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; 1/2 inch wide x by maximum lengths.

Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

Block Sealer: Sure Klean Blok-Guard and Graffiti Control - Prosoco Inc.

### **LINTELS**

See galvanized steel lintel notes on plans.

### **PART 3 - EXECUTION**

#### **EXAMINATION**

Verify that field conditions are acceptable and are ready to receive work.

Verify items provided by other sections of work are properly sized and located.

Verify that built-in items are in proper location, and ready for roughing into masonry work.

#### **PREPARATION**

Direct and coordinate placement of metal anchors supplied to other sections.

Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

#### **COURSING**

Establish lines, levels, and coursing indicated. Protect from displacement.

Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

##### Concrete Masonry Units:

Bond: Running.

Coursing: One unit and one mortar joint to equal 8 inches.

Mortar Joints: Concave.

##### Decorative Units:

Bond: Running.

Coursing: One unit and one mortar joint to equal 8 inches.

Mortar Joints: Concave.

#### **PLACING AND BONDING**

Lay hollow masonry units with face shell bedding on head and bed joints.

Buttering corners of joints or excessive furrowing of mortar joints are not permitted.

Remove excess mortar as work progresses.

Interlock intersections and external corners.

Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.

Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

#### **REINFORCEMENT AND ANCHORAGE - SINGLE WYTHE MASONRY**

Install horizontal joint reinforcement 16 inches oc.

Lap joint reinforcement ends minimum 6 inches.

#### **LINTELS**

See galvanized steel lintel notes on plans.

*Revised 2-27-04*

#### **GROUTED COMPONENTS**

Reinforce bond beam as indicated on drawings.

Reinforce exterior walls vertically with No. 4 bars, placed 8 inch on center.

Lap splices minimum 24 bar diameters.

Support and secure reinforcing bars from displacement. Maintain position within ½ inch of dimensioned position.

Place and consolidate grout fill without displacing reinforcing.

#### **BUILT-IN WORK**

As work progresses, install built-in metal door frames, anchor bolts, plates, and other items to be built-in the work and furnished by other sections.

Install built-in items plumb and level.

Bed anchors of metal door frames in adjacent mortar joints. Fill frame voids solid with grout. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.

Do not build in organic materials subject to deterioration.

### **TOLERANCES**

Maximum Variation from Unit to Adjacent Unit: 1/16 inch.

Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

Maximum Variation from Plumb: 1/4 inch per story non-cumulative.

Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft.

Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### **CUTTING AND FITTING**

Cut and fit for pipes, conduit, sleeves, and other penetrations through the work. Coordinate with other sections of work to provide correct size, shape, and location.

Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### **FIELD QUALITY CONTROL**

Field inspection and testing will be performed under provisions of Section 01400.

Inspect all masonry work.

### **CLEANING**

Clean work under provisions of Section 01700.

Remove excess mortar and mortar smears as work progresses.

Replace defective mortar. Match adjacent work.

Clean soiled surfaces with cleaning solution.

Use non-metallic tools in cleaning operations.

**BLOCK SEALER**

Apply two coats of "Sure Klean Blok-Guard and Graffiti Control" by Prosoco, Inc., clear, solvent-based silicone elastomer to exterior block surfaces in accordance with the manufacturer's specified printed directions.

**PROTECTION OF FINISHED WORK**

Protect finished Work under provisions of Section 01500.

Without damaging completed work, provide protective boards at exposed external corners which may be damaged by construction activities.

END OF SECTION 04300

**SECTION 05500**  
**METAL FABRICATIONS**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Shop fabricated ferrous metal items.

Shop fabricated aluminum items.

**RELATED SECTIONS**

Section 05520 – Handrails and Railings.

Section 09900 – Painting: Paint finish.

**REFERENCES**

AAMA 605.2 – Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.

ASTM A36 – Structural Steel.

ASTM A53 – Hot-Dipped, Zinc-Coated Welded and Seamless Steel Pipe.

ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

ASTM A307 – Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

ASTM A500 – Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.

ASTM A211 – Aluminum-Alloy Bar, Rod, and Wire.

ASTM B221 – Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube.

AWS A2.0 – Standard Welding Symbols.

AWS D1.1 – Structural Welding Code.

SSPC (Steel Structures Painting Council) – Steel Structures Painting Manual.

## **SUBMITTALS FOR REVIEW**

Section 01300 – Submittals: Procedures for submittals.

Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

## **QUALIFICATIONS**

Welders Certificates: Submit certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

## **PART 2 - PRODUCTS**

### **MATERIALS - STEEL**

Steel Sections: ASTM A36.

Steel Tubing: ASTM A500, Grade B.

Plates: ASTM A283.

Pipe: ASTM A53, Grade B Schedule 40.

Fasteners:

Bolts, Nuts, and Washers: ASTM A307.

Welding Materials: AWS D1.1; type required for materials being welded.

Shop and Touch-Up Primer: SSpC 15, Type 1, red oxide.

### **FABRICATION**

Fit and shop assemble items in largest practical sections, for delivery to site.

Fabricate items with joints tightly fitted and secured.

Continuously seal joined members by continuous welds.

Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

### **FABRICATION TOLERANCES**

Squareness: 1/8 inch maximum difference in diagonal measurements.

Maximum Offset Between Faces: 1/16 inch.

Maximum Misalignment of Adjacent Members: 1/16 inch.

Maximum Box: 1/8 inch in 48 inches.

Maximum Deviation From Plane: 1/16 inch in 48 inches.

### **FINISHES - STEEL**

Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

Do not prime surfaces in direct contact with concrete or where field welding is required.

Prime paint items with two coats.

Structural Steel Members: Galvanize after fabrication to ASTM A123. Provide minimum 1.25 oz/sq ft galvanized coating.

### **FINISHES - ALUMINUM**

Finish coatings to conform to AAMA 605.2.

## **PART 3 - EXECUTION**

### **EXAMINATION**

Verify that field conditions are acceptable and are ready to receive work.

### **PREPARATION**

Clean and strip primed steel items to bare metal where site welding is required.

Supply steel items required to be cast into concrete with setting templates to appropriate sections.



### **INSTALLATION**

Install items plumb and level, accurately fitted, free from distortion or defects.

Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

Field weld components indicated on Drawings.

Perform field welding in accordance with AWS D1.1.

Obtain approval prior to site cutting or making adjustments not scheduled.

After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

### **ERECTION TOLERANCES**

Maximum Variation From Plumb:  $\frac{1}{4}$  inch per story, non-cumulative.

Maximum Offset From True Alignment:  $\frac{1}{4}$  inch.

Maximum Out-Of-Position:  $\frac{1}{4}$  inch.

END OF SECTION 05500

**SECTION 06100**  
**ROUGH CARPENTRY**

**PART 1 - GENERAL**

**SUMMARY**

Types of Work in this section include rough carpentry for:

- Wood framing.
- Siding (T1-11 Fir – 4 x 8 sheets – grooved 4" centers).
- Wood grounds, nailers and blocking.
- Wood furring.
- Sheathing.
- 1/8" laun underlayment.

Pre-fabricated wood trusses are specified in another Division 6 Section.

**PROJECT CONDITIONS**

Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit.  
Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

**PART 2 - PRODUCTS**

**LUMBER, GENERAL**

Lumber Standards: Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading.

Inspection Agencies:

- SPIB – Southern Pine Inspection Bureau.
- WWPA – Western Wood Products Association.

Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency.

Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.

Provide dressed lumber, S4S unless otherwise indicated.

Provide seasoned lumber with 19 percent maximum moisture content.

### **DIMENSION LUMBER**

For light framing provide "Stud" or "Standard" grade lumber for stud framing (2" to 4" thick, 2" to 6" wide, 10' and shorter) and "Standard" grade for other light framing (2" to 4" thick, 2" to 4" wide), any species.

Structural Joists and Planks:

Douglas Fir-Larch No. 2  
FB (Minimum extreme fiber stress in bending) 1450 psi (repetitive)  
Modules of elasticity 1,700,000 psi.

Decking – treated.  
Douglas Fir-Larch – Commercial decking.  
FB (Minimum extreme fiber stress in bending) 1650 psi (repetitive)  
Modules of elasticity 1,700,000 psi.

For Structural Light Framing:

Douglas Fir-Larch construction under WWPA grading rules.  
Fb (Minimum extreme fiber stress in bending) 1200 psi (repetitive).  
Exposed framing and lumber to be same as structural lumber.

E (Minimum modulus of elasticity) 1,500,000 psi.

### **BOARDS**

Exposed Boards: Where boards will be exposed in the finished work, provide the following:

Moisture Content: 15 percent maximum, "MC-15".

Where painted finish is indicated, provide No. 1 Boards per SPIB rules, select Merchantable Boards per WCLIB rules, or No. 2 Common Boards & Better per WWPA rules.

Concealed Boards: Where boards will be concealed by other work, provide lumber of 19 percent maximum moisture content (S-DRY) and of following species and grade.

Southern Pine No. 2 Boards per SPIB rules, or any species graded Construction Boards per WWPA rules.

### **MISCELLANEOUS LUMBER**

Provide wood for support or attachment of other work including cant strips, bucks, nailers, blocking, furring, grounds and similar members.

Grade: Standard Grade light framing size lumber of any species or board size lumber as required. No. 3 Common or Standard grade boards per WCLIB or WWPA rules or No. 3 boards per SPIB rules.

### **CONSTRUCTION PANELS**

Construction Panel Standards: Comply with PS 1 "U.S. Product Standard for Construction and Industrial Plywood" for plywood panels and, for products not manufactured under PS 1 provisions, with American Plywood Associates (APA) "Performance Standard and Policies for Structural-Use Panels", Form No. E445.

Trademark: Factory-mark each construction panel with APA trademark evidencing compliance with grade requirements.

Concealed APA Performance-Rated Panels: Where construction panels will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.

Wall Sheathing: APA Rated Sheathing. ½" thickness.

Exposure Durability Classification: Exposure 1.

Span Rating: As required to suit stud spacing indicated.

Roof Sheathing: APA Rated Sheathing. 5/8".

Exposure Durability Classification: Exterior.

Span Rating: As required to suit truss spacing indicated.

Provide H-clips at unsupported joints.

Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant treated plywood panels with grade designation, APA C-D PLUGGED INT with exterior glue, in thickness indicated, or, if not otherwise indicated, not less than 15/32".

### **EXTERIOR SIDING**

Exterior Siding: 5/8" T1-11 Fir-grooved 4" o.c.

Building Wrap: Provide Tyvek moisture barrier.

*Revised 2-27-04*

### **MISCELLANEOUS MATERIALS**

Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails. Provide Teco, Simpson or equal windclips for truss anchorage to plates and other special connections such as post bases and caps.

Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).

### **WOOD TREATMENT BY PRESSURE PROCESS**

Preservative Treatment: Where lumber or plywood is indicated as "Trt-Wd" or Treated", or is specified herein to be treated, comply with applicable requirements of AWPB Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated item with the AWPB Quality Mark Requirements.

Pressure-treat above-ground items with water-borne preservatives to comply with AWPB LP-2. After treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19 percent and 15 percent. Treat indicated items and the following:

Deck posts, stair treads and stringers, deck floors

Wood cants, nailers, curbs, blocking, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

Wood floor plates installed over concrete slabs directly in contact with earth.

### **PART 3 - EXECUTION**

#### **INSTALLATION, GENERAL**

Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.

Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

#### **WOOD GROUNDS, NAILERS, BLOCKING AND SLEEPERS**

Provide wherever shown and where required for screeding or attachment of other work.

#### **WOOD FRAMING, GENERAL**

Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with recommendations of "Manual for House Framing" of National Forest Products Association N.F.P.A.). Do not splice structural members between supports.

Anchor and nail as shown, and to comply with "Recommended Nailing Schedule" of "Manual for House Framing" and "National Design Specifications for Wood Construction" published by of N.F.P.A.

Firestop concealed spaces of wood framed walls and partitions at each floor level and at the ceiling line of the top story. Where firestops are not automatically provided by the framing system used, use closely-fitted wood blocks of nominal 2" thick lumber of the same width as framing members.

#### **STUD FRAMING**

General: Provide stud framing of size and spacing indicated.

For exterior walls provide 2" x 6" wood studs as indicated.

For interior partitions and walls provide 2" x 4" wood studs spaced 16" o.c.

Construct corners and intersections with not less than 3 studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.

Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.

For non-bearing partitions, provide double-jamb studs and headers not less than 4" deep for openings 3' and less in width, and not less than 6" deep for wider openings.

For load-bearing partitions, provide double-jamb studs for openings 6' and less in width, and triple-jamb studs for wider openings. Provide headers of depth shown, or if not shown, provide as recommended by N.F.P.A. "Manual for House Framing".

Provide diagonal bracing in stud framing of exterior walls, except as otherwise indicated. Brace both walls at each external corner, full story height, at a 45 degree angle, using either a let-in 1 x 4 or 2 x 4 blocking or metal diagonal bracing.

### **GYPSUM WALL SHEATHING**

General: Provide gypsum board sheathing where shown. Fasten to exterior face of stud framing for exterior walls. Use 1-1/2" long, 11 gage galvanized roofing nails with 3/8" head or 15 gage, divergent point galvanized staples 1/2" wide x 1-1/2" long. Keep perimeter fasteners 3/8" from edges and ends of board unit. Fit boards tightly against each other and around openings.

Install 4' x 8' or longer sheathing vertically with long edges parallel to and centered on studs. Provide solid wood blocking wherever end joints do not bear against framing sills or plates. Nail or staple to each support in accordance with manufacturer's around perimeter at edge and end supports and 8" o.c. at intermediate supports.

END OF SECTION 06100

**SECTION 06192**  
**PREFABRICATED WOOD TRUSSES**

**PART 1 - GENERAL**

**SUMMARY**

Extent and configuration of prefabricated wood trusses is indicated on drawings.

Types of prefabricated wood trusses include:

Pitched single and double slope top chord trusses, standard.  
Parallel chord 4 x 2 wood trusses.

**DEFINITIONS**

Prefabricated wood trusses include planar structural units consisting of metal plate connected members which are fabricated from dimension lumber and which have been cut and assembled prior to delivery to the project site.

**SUBMITTALS**

Product Data: Submit fabricator's technical data covering lumber, metal plates, hardware, fabrication process, treatment (if any), handling and erection.

Submit certificate, signed by an officer of fabricating firm, indicating that trusses to be supplied for project comply with indicated requirements.

Shop Drawings: Submit shop drawings showing species, sizes and stress grades of lumber to used; pitch, span, camber configuration and spacing for each type of truss required; type, size, material, finish, design values, location of metal connector plates; and bearing and anchorage.

To the extent engineering design considerations are indicated as fabricator's responsibility, submit design analysis and test reports indicating loading, section modulus, assumed allowable stress, stress diagrams and calculations, and similar information needed for analysis and to ensure that trusses comply with requirements.

Provide shop drawings which have been signed and stamped by a structural engineer licensed to practice in Illinois.



## **QUALITY ASSURANCE**

TPI Standards: Comply with applicable requirements and recommendations of the following Truss Plate Institute (TPI) publications:

“Design Specification for Metal Plate Connected Parallel Chord Wood Trusses”.

“Commentary and Recommendations for Handling and Erecting Wood Trusses”.

“Commentary and Recommendations for Bracing Wood Trusses”.

“Quality Standard for Metal Plate Connected Wood Trusses”.

Wood Structural Design Standard: Comply with applicable requirements of “National Design Specification for Wood Construction” published by N.F.P.A.

## **DELIVERY, STORAGE, HANDLING**

Handle and store trusses with care, and in accordance with manufacturer’s instructions and TPI recommendations to avoid damage from bending, overturning or other cause for which truss is not designed to resist or endure.

Time delivery and erection of trusses to avoid extended on-site storage and to avoid delaying work of other trades whose work must follow erection of trusses.

## **PART 2 - PRODUCTS**

### **MANUFACTURERS**

Available Manufacturers: Subject to compliance with requirements, manufacturers offering metal connector plates which may be incorporated in the work include, but are not limited to, the following:

Gang Nail Systems, Inc.  
Hydro-Air Engineering, Inc.  
Truss Connectors of America.  
Truswal Systems Corp.

### **LUMBER**

Factory mark each piece of lumber with type, grade, mill and grading agency.

Lumber Standard: Manufacture lumber to comply with PS 20 “American Softwood Lumber Standard”.

Inspection Agencies:

SPIB – Southern Pine Inspection Bureau.

Nominal sizes are indicated, except as shown by detail dimensions.

Provide lumber manufactured to actual sizes required by PS 20 to comply with requirements indicated below:

Dresses, S4S, unless otherwise indicated.

Moisture Content: Seasoned, with 19 percent maximum moisture content at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise indicated.

Grade: Select structural.

Grade: No. 1.

Species: Southern Pine graded under SPIB rules.

Stress-Rating Method: Machine stress-rated.

Design Values: Adequate to meet truss design load indicated.

### **METAL CONNECTOR PLATES, FASTENERS AND ANCHORAGES**

Connector Plates: Fabricator connector plates from metal complying with the following requirements:

Hot-Dip Galvanized Steel Sheet: Structural (physical) quality steel sheet complying with ASTM A 446, Grade A; zinc coated by hot-dip process to comply with ASTM A 525, Designation G60; minimum coated metal thickness indicated but not less than 0.036".

### **FABRICATION**

Assemble truss members in design configuration indicated using jigs or other means to ensure uniformity and accuracy of assembly with close fitting joints. Position members to produce design camber required.

### **PART 3 - EXECUTION**

#### **INSTALLATION**

General: Erect and brace trusses to comply with recommendations of manufacturer and the Truss Plate Institute.

Anchor trusses securely at all bearing points to comply with methods and details indicated.

Install permanent bracing and related components to enable trusses to maintain design spacing, withstand live and dead loads including lateral loads, and to comply with other indicated requirements.

Do not cut or remove truss members.

END OF SECTION 06192

## **SECTION 07410**

### **MANUFACTURED ROOF PANELS**

#### **PART 1 - GENERAL**

##### **RELATED DOCUMENTS**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### **SUMMARY**

This section includes manufactured roof panels of the following type:

Standing seam roof panels to be machine seamed.

Related sheet metal components including:

Cupola.  
Soffits.

##### **SYSTEM PERFORMANCE REQUIREMENTS**

Provide certified test results by a recognized testing laboratory or agency in accordance with specified test methods for each system.

Air Infiltration: Provide roof panel system with no air leakage when tested in accordance with ASTM E 283 at pressure differentials up to 1.57 psf.

Water Penetration: Provide panel systems with no water penetration as defined in the test method when tested in accordance with ASTM E 331 at an inward static air pressure differential of not less than 624 psf and not more than 12.0 psf.

##### **SUBMITTALS**

General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

Product Data including manufacturer's product specifications, standard details, certified product test results, installation instructions, and general recommendations, as applicable to materials and finishes for each component and for total panel system.

Samples for verification purposes of roof panels. Provide sample panels 12 inches long by actual panel width, in the profile style, color, and texture indicated. Include clips, battens, fasteners, closures, and other panel accessories.

Shop Drawings showing layouts of panels on walls and roofs, details of edge conditions, joints, corners, panel profiles, supports, anchorages, trim, flashings, closures, and special details. Distinguish between factory and field assembly work.

### **QUALITY ASSURANCE**

Field Measurements: Where possible, prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units where final dimension cannot be established prior to fabrication.

### **DELIVERY, STORAGE, AND HANDLING**

Deliver panels and other components so they will not be damaged or deformed. Package roof panels for protection against transportation damage.

Handling: Exercise care in unloading, storing, and erecting roof covering panels to prevent bending, warping, twisting, and surface damage.

Stack materials on platforms or pallets, covered with tarpaulins or other suitable weathertight ventilated covering. Store metal roof panels so that they will not accumulate water. Do not store panels in contact with other materials that might cause staining, denting, or other surface damage.

### **WARRANTY**

Furnish Warranty: Furnish panel manufacturer's written warranty covering failure of the factory-applied exterior finish on metal roof panels within the warranty period. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

Warranty period for factory-applied exterior finishes on roof panels is 20 years after the date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **SYSTEM DESCRIPTION**

System shall be BattenLok System (or approved equal) with standing seams 16 inches on center, and finished to existing standing seam roof at existing Marina structures on adjacent property.

### **MANUFACTURERS**

Available Manufacturers: Subject to compliance with requirements, manufacturers offering metal roof panel systems that may be incorporated in the work include but are not limited to the following:

Steel Roof Panels: Metal Building Components, Inc. (MBCI) – BattenLok System.

## **SHEET MATERIALS**

Commercial Quality Galvanized Steel Sheet: Comply with ASTM A 526 with G90 coating complying with ASTM A 525.

## **METAL FINISHES**

General: Apply coatings either before or after forming and fabricating panels, as required by coating process and as required for maximum coating performance capability. Protect coating either by application of strippable film or by packing plastic film or other suitable material between panels in a manner to properly protect the finish.

Finish: Provide galvalum or zancalum bare finish.

Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads.

Use corrosion-resistant steel, or stainless steel fasteners for exterior application and galvanized or cadmium-plated fasteners for interior applications.

Accessories: Except as indicated as work of another specification section, provide components required for a complete roof panel system, including trim, copings, fascias, mullions, sills, corner units, ridge closures, clips, seam covers, flashings, gutters, louvers, ridge vents, sealants, gaskets, fillers, closure strips, and similar items. Match materials and finishes of panels.

Closure Strips: Closed-cell, self-extinguishing, expanded cellular rubber or cross-linked polyolefin foam flexible closure strips. Cut or premold to match configuration of roof and wall panels. Provide closure strips where indicated or necessary to ensure weathertight construction.

Sealing Tape: Pressure-sensitive 100 percent solids polyisobutylene compound sealing tape with release paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.

Joint Sealant: One-part elastomeric polyurethane, polysulfide, or silicone rubber sealant as recommended by the building manufacturer.

## **PANEL FABRICATION**

General: Fabricate and finish panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as required to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and dimensional requirements and with structural requirements.

Apply bituminous coating or other permanent separation materials on concealed panel surfaces where panels would otherwise be in direct contact with substrate materials that are noncompatible or could result in corrosion or deterioration of either material or finishes. Note that panels will be exposed from below.

Fabricate panel joints with captive gaskets or separator strips, which provide a tight seal and prevent metal-to-metal contact in a manner that will minimize noise from movements within panel system.

### **ROOF PANELS**

Face Sheets: Fabricate roof panel face sheets to the profile or configuration indicated from 24-gage zinc-coated or aluminum-zinc-coated steel sheets.

Standing Seam Roof Panels: Manufacturer's standard factory-formed standing-seam roof panel system designed for mechanical attachment of panels to roof purlin using a concealed clip. Form panels of 24-gage zinc-coated or aluminum-zinc-coated steel sheets.

Clips: Provide 16-gage panel clips designed to meet negative load requirements.

Cleats: Factory-cold, mechanically seamed cleats formed from 24-gage, Grade C, zinc-coated steel sheets.

### **PANEL SUPPORTS AND ANCHORAGE**

As shown on drawings.

## **PART 3 - EXECUTION**

### **PANEL INSTALLATION**

General: Comply with manufacturer's instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal and structural movement.

Field cutting of exterior panels by torch is not permitted.  
Install panels with concealed fasteners.

Accessories: Install components required for a complete roof or wall panel system, including trim, fascias, mullions, sills, corner units, vented soffits, clips, seam covers, battens, flashings, louvers, sealants, gaskets, fillers, closure strips, and similar items.

Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of panel systems. Provide types of gaskets, sealants, and fillers indicated or, if not otherwise indicated, types recommended by panel manufacturer.

Standing Seam Roof Panel System: Fasten roof panels to supports with concealed clip in accordance with the manufacturer's instructions.

Seaming: Complete seaming of panel joints by operation of portable power-driven equipment of type recommended by panel manufacturer to provide a weather-tight joint.

Installation Tolerances: Shim and align panel units within installed tolerance of ¼ inch in 20'-0" on level/plumb/slope and location/line as indicated, and within 1/8 inch offset of adjoining faces and of alignment of matching profiles.

### **CLEANING AND PROTECTION**

Damaged Units: Replace panels and other components of the work that have been damaged.

Cleaning: Remove temporary protective coverings and strippable films (if any) as soon as each panel is installed. Upon completion of panel installation, clean finished surfaces as recommended by panel manufacturer, and maintain in a clean condition during construction.

END OF SECTION 07410



## **SECTION 07900**

### **JOINT SEALERS**

#### **PART 1 - GENERAL**

##### **SECTION INCLUDES**

Sealants and joint backing.

##### **REFERENCES**

ASTM C834 – Standard Specification for Latex Sealing Compounds.

ASTM C920 – Standard Specification for Elastomeric Joint Sealants.

ASTM C1193 – Standard Guide for Use of Joint Sealants.

ASTM D1056 – Standard Specification for Flexible Cellular Materials – Sponge or Expanded Rubber.

ASTM D2628 – Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.

##### **SUBMITTALS FOR REVIEW**

Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

Samples: Submit two sets of samples, manufacturer's standard size, illustrating manufacturers range of sealant colors for selection.

##### **SUBMITTALS FOR INFORMATION**

Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

##### **ENVIRONMENTAL REQUIREMENTS**

Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

##### **COORDINATION**

Coordinate the work with all sections referencing this section.

## **WARRANTY**

Correct defective work within a five year period after Date of Substantial Completion.

Warranty: Include coverage for installed sealants and accessories which fail to achieve watertight seal, and exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 - PRODUCTS**

### **SEALANTS**

Type 1 – General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.

Color as selected.

Dynatrol as manufactured by Pecora Corp.

Applications: Use for:

- Control, and soft joints in masonry.
- Joints between concrete and other materials.
- Joints between metal frames and other materials.
- Other exterior joints for which no other sealant is indicated.

Type 2 – General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.

Standard colors matching finished surfaces.

Colors as selected.

Acrylic Latex manufactured by Tremco.

Applications: Use for:

- Interior wall control joints.
- Joints between door frames and wall surfaces.
- Other interior joints for which no other type of sealant is indicated.

Type 3 – Bathtub/Tile Sealant: White silicone; ASTM C920, Uses M and A; single component, mildew resistant.

#786 manufactured by Dow Corning.

Applications: Use for:

Joints between plumbing fixtures and floor and wall surfaces.

Type 4 – Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, M, and A; single for multi- component.

Color as selected.

NR200 Vrexpan manufactured by Pecora Corp.

Applications: Use for:

Joints in horizontal concrete surfaces.

### **ACCESSORIES**

Primer: Non-staining type, recommended by sealant manufacturer to suit application.

Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.

Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

### **PART 3 - EXECUTION**

#### **EXAMINATION**

Verify that substrate surfaces and joint openings are ready to receive work.

Verify that joint backing and release tapes are compatible with sealant.

#### **PREPARATION**

Remove loose materials and foreign matter which might impair adhesion of sealant.

Clean and prime joints in accordance with manufacturer's instructions.

Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

Protect elements surrounding the work of this section from damage or disfiguration.

### **INSTALLATION**

Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

Perform installation in accordance with ASTM C1193.

Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.

Install bond breaker where joint backing is not used.

Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

Tool joints concave.

### **CLEANING**

Clean adjacent soiled surfaces.

### **PROTECTION OF FINISHED WORK**

Protect sealants until cured.

END OF SECTION 07900

**SECTION 08110**  
**STEEL DOORS AND FRAMES**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Steel doors and stainless steel frames; non-rated.

**SUBMITTALS**

Shop Drawings: Indicate door and frame elevations, internal reinforcement, and finishes.

Product Data: Indicate door and frame configurations, location of cut-outs for hardware reinforcement.

**QUALITY ASSURANCE**

Conform to the following:

SDI-100 – Standard Steel Doors and Frames.

DHI – Door Hardware Institute – The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.

Handicapped: ANSI A117.1.

**REFERENCES**

ASTM A167 – Standard Specification for Stainless and Heat Resisting Chromium Nickel Steel Plate, Sheet, and Strip.

ASTM A653 – Standard Specification for Steel Sheet, Zinc-coated (Galvanized) by Hot-Dip Process.

**PART 2 - PRODUCTS**

**DOORS AND FRAMES**

Exterior Doors: SDI-100 Grade I Model 1.

Exterior Frames: 0.058 inch thick material, base metal thickness.

Stainless Steel Sheet: ASTM A167, Type 304.

Door Core: Polystyrene foam.

End Closure: Channel, 0.047 inch thick, flush.

### **ACCESSORIES**

Bituminous Coating: Fibered asphalt emulsion.

Primer (for doors): Zinc chromate type.

### **FABRICATION - DOORS**

Steel Sheet: Galvanize to comply with referenced standards.

Fabricate doors with hardware reinforcement welded in place.

Shop apply primer to doors.

Primer: Baked.

### **FABRICATION - FRAMES**

Fabricate frames as welded unit.

Fabricate frames with hardware reinforcement plates welded in place. Provide mortar guard boxes at doors installed in masonry walls.

Fabricate frames to suit masonry wall coursing with 4 inches head member.

Stainless Steel Finish: No. 4.

Coat inside of frame profile with bituminous coating.

### **PART 3 - EXECUTION**

#### **INSTALLATION**

Install doors and frames in accordance with SDI-100.

Coordinate installation of doors and frames with installation of hardware specified in Section 08710.

Coordinate with masonry wall construction for frame anchor placement.

#### **TOLERANCES**

Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

Clean and prime joints in accordance with manufacturer's instructions.

Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

Protect elements surrounding the work of this section from damage or disfiguration.

### **INSTALLATION**

Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

Perform installation in accordance with ASTM C1193.

Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.

Install bond breaker where joint backing is not used.

Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

Tool joints concave.

### **CLEANING**

Clean adjacent soiled surfaces.

### **PROTECTION OF FINISHED WORK**

Protect sealants until cured.

END OF SECTION 08110

## **SECTION 08710**

### **FINISH HARDWARE**

#### **PART 1 - GENERAL**

##### **RELATED WORK SPECIFIED ELSEWHERE**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to the work of this Section.

Section 08110, Steel Doors and Frames.

##### **WORK INCLUDED HEREIN**

The extent of finish hardware is as indicated and described herein.

Hardware Schedule submitted for review shall indicate same opening numbers as those used on drawing and indicate same hardware group number as listed in the Hardware Schedule in these Specifications. Submit with Hardware Schedule two sets of catalog sets showing each item of hardware to be furnished. Hardware Schedule in vertical format only.

Submit Hardware Schedule at earliest possible date particularly where acceptance of Hardware Schedule must precede fabrication of other work (e.g., metal frames) which is critical in the project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by builders hardware, and other information essential to the coordinated review of Hardware Schedule.

Provide keys of nickel silver only.

##### **QUALITY ASSURANCE**

Manufacturer:

Obtain each kind of hardware (latch and lock sets, hinges, closers, etc.) from only one manufacturer, although several may be indicated as offering products complying with requirements.

Supplier:

A recognized builders hardware supplier who has been furnishing hardware in the project's vicinity for a period of not less than 5 years, and who is, or has in employment, an experienced hardware consultant who is available, at reasonable times during the course of the work, for consultation about project's hardware requirements, to Owner, Engineer and Contractor.



## **JOB CONDITIONS**

### Coordination:

Coordinate hardware with other work. Tag each item or package separately, with identification related to the final Hardware Schedule, and include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thicknesses, profile, swing, security and similar requirements indicated, as necessary for proper installation and function. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.

### Templates:

Furnish hardware templates to fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check the shop drawings of such other work, to confirm that adequate provisions are made for the proper installation of hardware.

## **SCHEDULED HARDWARE**

Requirements for design, grade, function, finish, size and other distinctive qualities of each type of builders hardware is indicated in the Door Schedule on the Drawings and in the Hardware Schedule at the end of this Section.

One or more manufacturers are listed for each hardware type required. An asterisk (\*) before a manufacturer's name indicates whose product designation is used in the Hardware Schedule. Provide either the product designated, or, where more than one manufacturer is listed, the comparable product of one of the other manufacturers.

## **MATERIALS AND FABRICATION**

The Drawings show the direction of swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.

Manufacture hardware to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.

Furnish screws for installation, with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match the hardware finish or, if exposed in surfaces of other work, to match the finish of such other work as closely as possible, including "prepared for paint" in surfaces to receive painted finish.

Manufacturers:

Locks, Latch Sets and Cylinders: Provide manufacturer's standard ASA box strike with curved lip extended to protect frame.

Schlage.

Falcon.

\*Best.

Hinges: Provide 1-1/2 pair for each door leaf up to 7'-2" high and one additional hinge for each 30 inches of additional door height; Stainless Steel – No. 4 finish.

\*Hager Hinge Co.

The Stanley Works.

McKinney Mfg. Co.

Overhead Exposed Closers:

\*LCN – 4040-4041 Series

Corbin – K120 Series

Russwin – K2820 Series

Sargent – EN1250, EN1251 Series

Flush Bolts:

\*Rockwood.

Hager.

Ives, A division of Leigh Products, Inc.

Stops:

\*Rockwood

Ives, A division of Leigh Products, Inc.

Hager.

**KEYING**

The keying system will be reviewed with the Owner and Hardware Supplier, to provide the type required.

Deliver keys to Owner.

Provide a key control system including envelopes, labels, tags and standard metal cabinet, all as recommended by system manufacturer, with capacity for 100 percent of the number of locks required for the project.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

### **INSTALLATION**

Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames", 1990 Edition, by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, and except as may be otherwise directed by Engineer.

Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division 9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.

Set units level, plumb and true-to-line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

### **ADJUST AND CLEAN**

Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.

Wherever hardware installation is made more than 1 month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

### **HARDWARE SCHEDULE**

#### **Group 1**

1-1/2 pair	BB 1279 4.5 x 4.5	US26D	Hager
1	Deadbolt	83T7L x CS x 626 x STK	Best
1	Closer	4041 ALUM	LCN
1	Push Plate	70 C US32D	Rockwood
1	Pull	127 US32D	Rockwood

Piasa Park – Phase I  
Comfort Station

Group 2

1-1/2 pair	BB 1279 4.5 x 4.5	US26D	Hager
1	Deadbolt	73T7L x CS x 626 x STK	Best
1	Push Plate	70 C US32D	Rockwood
1	Pull	127 US32D	Rockwood

END OF SECTION 08710

## **SECTION 09900**

### **PAINTING**

#### **PART 1 - GENERAL**

##### **SECTION INCLUDES**

Surface preparation.

Field application of paints.

##### **REFERENCES**

ASTM D16 – Standard Terminology Relating to Paint, Varnish, Lacquer, and Related Products.

ASTM D4442 – Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.

NACE (National Association of Corrosion Engineers) – Industrial Maintenance Painting.

NPCA – Guide to U.S. Government Paint Specifications; National Paint and Coatings Association.

PDCA – Architectural Specifications Manual; Painting and Decorating Contractors of America.

SSPC – Steel Structures Painting Manual; Steel Structures Painting Council.

##### **DEFINITIONS**

Conform to ASTM D16 for interpretation of terms used in this section.

##### **SUBMITTALS FOR REVIEW**

Samples:

Submit manufacturer's standard paper chip samples, illustrating range of colors available for each surface finishing product scheduled.

##### **SUBMITTALS FOR INFORMATION**

Manufacturer's Printed Instructions: Indicate surface preparation procedures, and substrate conditions requiring special attention.

### **DELIVERY, STORAGE, AND PROTECTION**

Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### **ENVIRONMENTAL REQUIREMENTS**

Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

### **PROJECT CONDITIONS**

Sequence application to the following:

Do not apply finish coats until paintable sealant is applied.

## **PART 2 - PRODUCTS**

### **MANUFACTURERS**

Manufacturers – Paint/Block Fillers:

Benjamin Moore.  
Brod Dugan.  
Sherwin Williams.  
M.A.B.

### **MATERIALS**

Coatings: Ready mixed. Prepare pigments:

To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.

For good flow and brushing properties.  
Capable of drying or curing free of streaks or sags.

Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.

### **PART 3 - EXECUTION**

#### **EXAMINATION**

Verify that surfaces are ready to receive Work as instructed by the product manufacturer.

Examine surfaces to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

Test shop applied primer for compatibility with subsequent cover materials.

Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:

Concrete Unit Masonry: 12 percent.

#### **PREPARATION**

Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.

Surfaces: Correct defects and clean surfaces which affect work of this section.

Concrete Masonry Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

Metal Doors Scheduled for Painting: Prime metal door top and bottom edge surfaces.

#### **APPLICATION**

Apply products in accordance with manufacturer's instructions.

Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.

Sand metal surfaces lightly between coats to achieve required finish.

Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

### CLEANING

Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

### SCHEDULE

Concrete Block:

One coat of block primer.

Two coats of latex enamel.

*Revised 2-27-07*

Steel – Shop Primed:

Touch-up with zinc chromate primer.

Two coats of alkyd enamel, semi-gloss.

END OF SECTION 09900



**SECTION 10166**  
**SOLID PLASTIC TOILET COMPARTMENTS**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Solid plastic toilet compartments.

Urinal screens.

**RELATED SECTIONS**

Section 10800 – Toilet and Bath Accessories.

**REFERENCES**

ASTM A167 – Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.

**SUBMITTALS FOR REVIEW**

Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall, and floor, supports, door swings.

Product Data: Provide data on panel construction, hardware, and accessories.

Samples: Submit two samples of partition panels, 6 x 6 inch in size illustrating panel finish, color, and sheen.

**SUBMITTALS FOR INFORMATION**

Manufacturer's Installation Instructions: Indicate special procedures, and conditions requiring special attention, and anchoring details.

**COORDINATION**

Coordinate the Work with the placement of anchors in wall.

**PART 2 - PRODUCTS**

**MANUFACTURERS**

Accurate, Overhead Braced Concord Style; HDPE.

American Sanitary Partition; PH-FF.  
Ampco, Overhead Braced; SPHDP.  
Capitol Partitions, Inc., Congress Series; Poly-Pro.  
Flush Metal, Flushite Series; Flushite-PH.  
General Partitions, Series 40; S.P.C.  
Global Steel Products Corp., Overhead Braced; Phenolic.  
Metpar, Corinthian Overhead Braced; FP-500.

### **COMPONENTS**

Toilet Compartments: Solid molded plastic panels, doors, and pilasters, floor-mounted headrail-braced.

Color: As selected.

Door and Panel Dimensions:

Thickness: 1 inch.  
Door Width: 24 inch.  
Accessible Door Width: 36 inch.  
Height: 58 inch.  
Thickness of Pilasters: 1-1/4 inch.

Urinal Screens: Wall mounted with two panel brackets.

### **ACCESSORIES**

Pilaster Shoe: Formed ASTM A167, Type 304, stainless steel with No. 4 finish, high, concealing floor fastenings. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.

Head Rails: Hollow stainless steel tube, 1 x 1-5/8 inch size, with anti-grip strips and cast socket wall brackets.

Brackets: Stainless steel.

Attachments, Screws, and Bolts: Stainless steel, tamper proof type.

For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.

Hardware: Stainless steel:

Pivot hinges, gravity type, adjustable for door close positioning; two per door.

Nylon bearings.

Thumb turn door latch with exterior emergency access feature.

Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.

Coat hook with rubber bumper; one per compartment, mounted on door.

Provide door pull for out-swinging doors.

### **PART 3 - EXECUTION**

#### **EXAMINATION**

Verify that field measurements are as indicated on shop drawings.

Verify correct spacing of and between plumbing fixtures.

Verify correct location of built-in framing, anchorage, and bracing.

#### **INSTALLATION**

Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.

Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.

Attached panel brackets securely to walls using anchor devices.

Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.

Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

#### **ERECTION TOLERANCES**

Maximum Variation From True Position: 1/4 inch.

Maximum Variation From Plumb: 1/8 inch.

#### **ADJUSTING**

Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.

Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.

Adjust adjacent components for consistency of line or plane.

END OF SECTION 10166

**SECTION 10800**  
**TOILET ACCESSORIES**

**PART 1 - GENERAL**

**SECTION INCLUDES**

Toilet Accessories.

**RELATED SECTIONS**

Section 10166 – Solid Plastic Toilet Compartments.

**REFERENCES**

ASTM A123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A167 – Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.

ASTM A269 – Standard Specification for seamless and welded austenitic stainless steel tubing for general service.

ASTM A653/A653M – Standard Specification for steel sheet, zinc-coated (galvanized) or zinc-iron alloy-coated (galvanized) by the hot-dip process.

ASTM C1036 – Standard Specification for flat glass.

FS DD-M-411C – Mirrors, glass.

**SUBMITTALS FOR REVIEW**

Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

**SUBMITTALS FOR INFORMATION**

Manufacturer's Installation Instructions: Indicate special procedures, and conditions requiring special attention.

**COORDINATION**

Coordinate the Work with the placement of internal wall reinforcement and reinforcement of toilet partitions to receive anchor attachments.

## **PART 2 - PRODUCTS**

### **MANUFACTURERS**

Products listed are made by American Specialties, Inc.

Other acceptable manufacturers offering equivalent products.

Bradley.  
Bobrick.

All items of each type to be made by the same manufacturer.

### **MATERIALS**

Accessories – General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

Grind welded joints smooth.

Fabricate units made of metal sheet of seamless sheets, with flat surfaces.

Keys: Provide 3 keys for each accessory to Owner; master key all accessories.

Stainless Steel Sheet: ASTM A167, Type 304.

Stainless Steel Tubing: ASTM A269, stainless steel.

Galvanized Sheet Steel: ASTM A653, G60.

Mirror Glass: Float glass, Type I, Class 1, Quality q2 ASTM C 1036, with silvering, copper coating, and suitable protective organic coating to copper backing in accordance with FS DD-M-411.

Adhesive: Two component epoxy type waterproof.

Fasteners, Screws, and Bolts: Hot dip galvanized tamper-proof, security type.

Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

### **FINISHES**

Stainless Steel: No. 4 satin brushed finish.

## TOILET ROOM ACCESSORIES

Toilet Paper Dispenser: Triple roll, surface mounted bracket type, stainless steel, eccentric-shaped plastic spindle for ½ revolution delivery designed to prevent theft of tissue roll.

Attached Purse Shelf: 0.03 inch satin finished stainless steel, with rolled or formed edge at front.

Product: 0697-LGAL manufactured by ASI.

Paper Towel Dispenser: Folded paper type, stainless steel surface-mounted, with viewing slots on sides as refill indicator and tumbler lock.

Capacity: 300 C-fold or 400 multifold minimum.

Product: 0210 manufactured by ASI.

Waste Receptacle: Wall-mounted stainless steel continuously welded bottom pan and seamless exposed flanges.

Liner: Removable rigid molded plastic receptacle.

Minimum Capacity: 12 gallons.

Product: 0826 manufactured ASI.

Soap Dispenser: Liquid soap dispenser, wall-mounted, surface with stainless steel cover and working parts; push type soap valve, check valve, and window gage refill indicator, tumbler lock.

Minimum Capacity: 40 fluid ounces.

Product: 0343 manufactured by ASI.

Mirrors: Stainless steel framed, 6 mm thick tempered glass abrasion resistant coated mirror.

Size: As indicated on drawings.

Frame: 0.04 inch angle shapes, with mitered, welded and ground corners, and tamperproof hanging system; No. 4 finish.

Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.

Fixed Tilt Mirrors: Minimum 3 inches tilt from top to bottom.

Product: Flat mirror, 0600 manufactured by ASI.

Product: Tilt mirror, 0600TA manufactured by ASI.

Grab Bars: Stainless steel, 1-1/4 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.

Length and configuration: As indicated on drawings.  
Product: 3700 Series manufactured by ASI

### **PART 3 - EXECUTION**

#### **EXAMINATION**

Verify exact location of accessories for installation.

Verify that field measurements are as indicated.

#### **PREPARATION**

Deliver inserts and rough-in frames to site for timely installation.

Provide templates and rough-in measurements as required.

#### **INSTALLATION**

Install accessories in accordance with manufacturers' instructions.

Install plumb and level, securely and rigidly anchored to substrate.

Mounting Heights and Locations: As indicated on drawings.

END OF SECTION 10800



## SECTION 15400

### PLUMBING

#### PART 1 - GENERAL

The Work included under this section of the specifications consists in the furnishing of the plumbing, drainage, venting system, and water line, fixtures chromium plated brass trimmings and accessories.

This Contractor shall be responsible for the setting of necessary sleeves and boxes in the forms before the concrete is poured, or masonry is laid.

#### SCOPE OF WORK

This Contractor shall furnish and install a complete system of plumbing and drainage for the building, including the following:

This Contractor shall in addition to provide all material and labor for construction, also provide complete engineering design including preparation of plans, in accordance with the Department of Professional Regulation Requirements for the Practice of Engineers, including sealed plans and specifications.

Installation of 3/4" water service and any applicable tap fees are the responsibility of this Sub-Contractor.

Provide sanitary, waste and vent piping within as required. Extend waste line beyond building line and terminate at 5'-0" with a cleanout. Extension to sewer main and final connection to same is not a part of this specification.

Provide one freeze-proof hose bibs, with vacuum breaker. Provide (2) two hose bibs on interior of building, one in each restroom.

Provide and install floor drains.

Provide one 6 gallon water heaters.

Provide one dual handicapped accessible, wall mounted water fountain as located per plan.

Provide toilets, urinals, and sinks to meet handicapped codes.

All plumbing fixtures shall be complete with stop valves.

All toilet room accessories (towel bar, paper holder, mirror, grab bars) shall be furnished and installed by the General Contractor.

## **SECTION REGARDING PERMANENT METER DEPOSITS**

This Contractor shall be responsible for a complete plumbing system, and shall furnish and install any exterior piping, meters, or accessories not furnished or installed by the utility companies.

### **TESTS REQUIRED**

Test the entire sewer system before any backfilling is one by putting on a standpipe 10'-0" high and filling the entire system with water, which must show no lowering in 12 hours.

Test all water piping with an air pressure of double the expected working pressure before covering up, for a period of not less than 6 hours. Test shall be maintained during pouring of concrete.

No piping is to be covered by backfilling until the General Contractor has inspected all piping and authorized such backfill.

## **PART 2 - PRODUCTS**

### **MATERIALS**

All materials shall be new, perfect stock of quality and weight specified and of sizes specified required by code.

All sanitary sewer lines, both inside and outside the building, and all interior waste lines and vent stacks, shall be Schedule 40 PVC plastic pipe of sizes indicated on the drawings. Piping shall be complete with Schedule 40 PVC fittings, and all joints made with approved cement as recommended by the pipe manufacturer.

Take particular care in running sewer lines to see that the bottom of trenches are well compacted to grade, and pipe is entirely supported by grade, with no shims, blocks, or other intermittent supports. Lines on walls shall be supported by hangers at intervals not greater than 5'-0".

All floor drains shall be Josam 30003-5A, outlet, cast iron body, polished brass top, inside caulked type with 5" diameter adjustable strainer. Equal by Zurn, Smith, or equal.

All hose bibs shall be Woodford Manufacturing Co. Model 25 Freezeless type, with backflow preventer. Equal brand may be used.

Cleanouts in wall shall be Josam Series 58710 or equal Zurn, Smith, or Wade with cover, polished chrome.

### **PART 3 - EXECUTION**

#### **INSTALLATION**

Installation of all plumbing shall be in accordance with all applicable state and local plumbing codes. The Contractor shall be responsible for any change made necessary to comply with codes or ordinances.

Soil and waste lines shall have clean-outs at each bend in the pipe and so placed that the entire system from the last fixture on the line can be rodded out in long runs. Clean-outs shall be provided according to the plumbing code. Clean-outs shown in building or exterior paving shall have hub turned up to finished surface and brass fittings with recessed plug installed. Clean-outs under landscaped areas shall have similar plug with raised fitting.

All piping in finished portions of the building shall be concealed in chases in walls and partitions as indicated, except for short connections to fixtures, which shall be chromium plated. Provide 12" air cushions on all water risers at all fixtures.

All water piping shall be securely supported, and shall be arranged to take care of expansion and contraction.

Provide shut offs for each fixture, located under or near the fixture.

Install hot water lines to all lavatories shown on the plumbing plan.

Joints in vents and sewer lines shall be cemented with manufacturer's adhesive and shall be water tight; sewer lines shall slope not less than 1/8" per foot, and where possible shall slope 1/4" per foot.

Vent flashing extending through the roof shall be installed by roofing Contractor, and the whole shall be water tight and weatherproof in an approved manner. All connections shall be Y branches, long turns and easy bends. At the Contractor's option, vents may be tied together in the attic space where practical, eliminating as many perforations of the roof as possible.

This Contractor shall open all trenches required for his piping and shall backfill after installation. All exterior water piping shall be a minimum of 36" below finish grade or paving.

Water heater shall be installed with shut-off valve in cold water supply line, and with combination temperature and pressure relief valve in hot water line with 3/4" copper line from valve outlet to floor drain. All connections to water heaters to be with dielectric unions.

#### **CODE REQUIREMENTS**

All plumbing and drainage work shall be in full compliance with and shall meet all requirements of the City of Alton, and with the State of Illinois Plumbing Code.

**WINTERIZATION**

It is the intent to the Owner to open the facility to the public in spring, summer and fall, closing it from public use in the winter. Complete drain-down and winterization of plumbing system is required.

END OF SECTION 15400

## SECTION 16000

### ELECTRICAL

#### **PART 1 - GENERAL**

The work included under this section of the specification includes the furnishing and installation of all labor and materials necessary for a complete installation of the electrical system, including electric services, panels, lights, controls, conduit, white, switches, receptacles, etc. complete. All work to conform to NEC and local and state codes.

This Contractor shall be responsible for the setting of necessary sleeves and boxes in the forms before the concrete is poured, or masonry is laid.

#### **SCOPE OF WORK**

The work covered by this section of the specification shall consist of furnishing all necessary labor, equipment, tools, supplies, and material, and performing all operations necessary for the complete installation of the electrical system in complete accordance with this section of the specifications of the contract. The contract shall also include providing complete design engineering of final plans, by a licensed Professional Engineer in accordance with the Illinois Department of Professional Regulation, including provided sealed final design.

The Electrical Contractor shall schedule his work to conform to the progress of the other trades and contractors employed on this project. The electrical work shall include but is not limited to the following:

Complete electrical service entrance including conduits, ducts, cables, and wiring.  
*Note:* Conduit only from service pole area to a point 5 feet from the building and conduit and wiring for the site lighting has been installed under a previous contract.

Complete power and lighting distribution systems including all panels.

Complete branch circuit wiring system.

Provide vandal resistant light fixtures in restrooms.

Provide soffit lighting.

Restrooms to have fan/light combination, include duct work.

EXIT lights shall be battery operated (1-1/2 hr. rating).

EMERGENCY lights shall be battery operated (1-1/2 hr. rating).

Provide necessary circuiting for night lights.

Temporary electric service as required for construction.

Testing of all electrical equipment.

Revised  
2-27-04  
Electrical service shall be underground. Provide 200 AMP, 120/240 volt, 1 phase, 3 wire.

Electrical service meter base shall be supplied by Contractor and mounted on outside face of north wall of bathroom.

Provide flood lighting of bluff face at Piasa Bird.

### DRAWINGS

Before starting this work, this Contractor shall examine the drawings and conditions under which the work shall be done. He shall report any discrepancy between the drawings and actual conditions.

This Contractor shall be responsible for the preparation of the final electrical construction documents, which said drawings shall be drawn, signed and sealed by a Registered Professional Engineer of the State of Illinois. Said Contractor shall be responsible for as-built drawings at the conclusion of the project, also.

### LAWS, FEES, AND PERMITS

The complete installation shall comply with all laws of the State of Illinois and City of Alton Electrical Code, and the latest published edition (including amendments) of the National Electric Code as issued by the National Fire Protection Association. The Contractor shall be responsible for any change made necessary to comply with codes or ordinances, and before submitting a quotation, shall verify with the serving utility the availability of service location and voltage as shown on the plans. Electrical Contractor shall pay all inspection fees, and any other costs not assumed by the utility companies. Actual cost of utilities used during construction are to be paid by the General Contractor.

Prior to the anticipated time when installation of permanent meters are required, the Electrical Contractor is to notify the Owner, giving them the anticipated date of the service requirement, the name and address of the utility involved, and meter deposit required.

The Owner will then make payment of the permanent meter deposit directly to the utility.

### ELECTRICAL SCHEDULE

Immediately after the contract is signed, furnish the Architect through the General Contractor five copies of the complete schedule of all fixtures, equipment and accessories for approval, individually separated by stores. Schedule shall include catalog cuts of fixtures and equipment, and complete information listing brands, colors, and trims. Brands and catalog numbers of wiring devices, plates, and miscellaneous accessories may be included in the form of a list, with no cuts of these items required. Schedules shall be furnished complete, all at one time, and bound in individual sets in cover or binder properly marked with job name and sub-contractor.

Immediately after return of the approved schedule, order all fixtures and equipment to be delivered to the job at the Contractor's request.

## **PART 2 - PRODUCTS**

### **PANELBOARDS, SWITCHES, AND DISCONNECTS**

Furnish and install these items as required panelboards, switches, and disconnects must be Square D, General Electric, ITE or Westinghouse ONLY. No other brands will be considered.

Panelboards shall be of the automatic circuit breaker type, factory assembled by the manufacturer of the circuit breaker, and shall be the manufacturer's latest standard cataloged design. Panelboards shall be the product of the same manufacturer as the cabinets and shall bear the U.L. label.

All panelboards shall have doors with latch. Directory frames with typewritten directory of circuits under transparent covers shall be provided inside of doors. Furnish and install breakers of ratings indicated. All multi-pole breakers shall be of the common trip type.

Load center type panels are suitable for service entrance use.

### **GROUNDING**

All equipment shall be grounded and bonded in accordance with local regulations and the National Electrical Code.

In general, the conduit installation shall serve as equipment grounding means, unless additional grounding wire is installed. Double locknuts and bushings shall be used at all boxes and equipment enclosures to secure proper ground connections where indicated.

### **CONDUIT AND FITTINGS**

Exposed service entrance conduit shall be galvanized rigid steel conduit.

Conduit concealed in walls, exposed on walls over 4'-0" above floor, and in spaces above ceilings, shall be galvanized electrometallic tubing. Connectors and couplings shall be steel set screw type with factory installed insulated bushings. Pot metal fittings are not acceptable.

Underground service conduit, exterior underground conduit, conduit in earth fill, under floor slabs, encased in concrete, under roads, and other areas specifically noted on the plans, shall be schedule 40 rigid PVC conduit with cemented fittings and with separate grounding conductor.

Where conduit runs below floor, conduit 1" and larger must be installed in fill, under slab waterproofing so as not to project into or weaken concrete slab. Conduit 3/4" and smaller may be run on top of slab waterproofing embedded in concrete.

Bends and offsets are to be avoided where possible, but where necessary shall be made with an approved hickey or conduit bending machine. Conduit which has been crushed or deformed in any way shall not be installed.

The conduit system, all metal enclosures, and system neutral shall be grounded through a copper wire to water pipe system. This grounding conductor to have suitable mechanical protection. Conduit entrances to service equipment shall be properly bonded to this ground conductor.

Home runs to panelboard may be collected in one or more conduits, provided all circuiting is done in accordance with code requirements and maximum unbalanced current does not exceed the capacity of the neutral conductors.

All empty conduits installed shall contain a nylon pull wire, to facilitate future installation of wire by others.

### **CONDUCTORS**

Install a complete system of insulated conductors. All conductors to be copper.

The neutral conductor for all branch circuits shall have a identifying white covering.

All conductors shall be type THHN/THWN unless shown otherwise, except lighting fixture or other wiring where National Electrical Code requirements specify type AF or other type insulation. Conductors No. 6 and larger shall be stranded.

No wire smaller than No. 12 A.W.G. shall be used except low voltage wire. No. 12 wire shall be used for runs of less than 75 feet; for runs longer than 75 feet, No. 10 wire shall be used. Wire connectors of insulating material or solderless pressure connectors properly taped with No. 33 Scotch Electrical Tape, shall be utilized for all splices.

The National Electrical Code's color code shall be followed throughout.

## **PART 3 - EXECUTION**

### **INSTALLATION**

All wiring for branch circuits shall be run in thin wall tubing or conduit securely anchored in place. Boxes for switches and convenience outlets shall be fastened securely in the wall so they will not be moved during construction of other work.

Wiring shall be built in as the work progresses, and no cutting of finish work shall be done without the approval of the Architect. Cutting and repairing of finish work necessary to this contract shall be done at no extra cost to the Owner.

Outlets shall finish straight, plumb, and true and flush with finish surface on which they are placed. Switch plates shall be placed 4'-0" above finish floor.



Unless otherwise indicated or specified, panelboards shall be set so that height of center line of topmost operating handles of switches or circuit breakers will not exceed 6'-6" from floor for ratings up to and including 200 amperes, and 6'-0" for ratings over 200 amperes.

Fused and unfused safety switches shall be set so that the center of switch will not exceed 5'-8" from floor.

### **SAFETY SWITCHES**

Safety switches shall be general duty single throw, with voltage rating and number of poles as required for each specific use.

### **TEST**

Upon completion of the job, an inspection certificate shall be furnished, and at time set by the General Contractor, the Contractor shall conduct an operating test. All equipment shall be demonstrated to operate in complete accord with the intent of the specifications. All circuits shall be "Megged" and proved free of grounds and shorts. The Contractor is to furnish all instruments and personnel required for the test.

### **FIXTURES**

All fixtures shall be furnished and installed per manufacturer's specifications. Where a choice of brands is given, the Contractor may furnish any listed, at his option. All bulbs, tubes, and ballasts as required for fixtures shall be furnished and installed by this Contractor.

All ballast for fluorescent fixtures shall be of the high power factor type, and shall bear the CMB (Certified Ballast Manufacturers) Label. Sound ratings of all ballasts shall fall within the "B" Classification for two-lamp ballasts and "A". Classification for single-lamp ballasts and shall be so labeled. All ballasts shall be UL Labeled "Class P".

### **DEVICES**

Furnish and install all receptacles, switches, floor boxes, and other devices and plates as required. Receptacles shall be grounded type, with separate ground wire connected to receptacle and ground bar in panel. Plates are to be plastic in office areas and stainless steel in storage parts, workshop and service bay.

All devices plates shall be single, double, triple, etc. as required, and smooth face type similar to Sierra Type P, or General Electric 71000 Series, or equal.

### **GUARANTEE**

Electrical Contractor shall guarantee all work for 1 year.

END OF SECTION 16000

**Required Contract Provisions  
All Contracts  
Monthly Labor Summary and Activity Reporting System**

Effective: 1-1-1995      Revised June 2001

**I. Monthly Labor Summary Report, Form SBE 148**

The prime contractor and each first and second tier sub-contractor, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.). For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.

**II. Monthly Contract Activity Report, Form SBE 248**

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer, reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

## Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

### I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- |                         |                                    |                            |               |
|-------------------------|------------------------------------|----------------------------|---------------|
| 1. Gender:              | M - Male                           | F - Female                 |               |
| 2. Ethnic Group:        | 1 - White                          | 2 - Black                  | 3 - Hispanic  |
|                         | 4 - American Indian/Alaskan Native | 5 - Asian/Pacific Islander |               |
| 3. Work Classification: | OF - Official                      | SU - Supervisor            | FO - Foremen  |
|                         | CL - Clerical                      | EO - Operator              | ME - Mechanic |
|                         | TD - Truck Driver                  | PA - Painter               | OT - Other    |
|                         | EL - Electrician                   | TE - Technical             | LA - Laborer  |
|                         | CM - Cement Mason                  |                            |               |
| 4. Employee Status:     | O - Owner Operator                 | J - Journeyman             | C - Company   |
|                         | A - Apprentice                     | T - Trainee                |               |

Specific "Fixed Length Comma Delimited ASCII File Format"

Order	Field Name	Type	Size
1	Contractor Number	A	4
2	Contractor Reference Number	A	6
3	Contract Number	A	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	A	11
6	Name	A	40
7	Gender	A	1
8	Ethnic Group	A	1
9	Work Classification	A	1
10	Employee Status	A	1
11	Total Hours (0000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt  
i.e. 20001298.Txt

### II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractors contract status each month on the Monthly Activity Report, Form SBE 248:

- A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

monitor/molassp2

## REQUIRED CONTRACT PROVISIONS ALL CONTRACTS

### PAYROLLS and PROCEDURES

EFFECTIVE 2/5/1975, REVISED 11/7/1986, 1/14/1994, and June 2001

The prime contractor and each subcontractor shall submit a weekly certified original and one copy of their company's payroll directly to the District Engineer.

Payrolls must be received within seven days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile.

Every person paid by a contractor or subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is **employed** and receiving "wages", regardless of any contractual relationship alleged to exist between him or her and the real employer.

Payroll data shall include all persons employed on the job site.

The following employee codes are to be used to identify each individual on the payroll:

- |    |                             |                                    |                            |                |
|----|-----------------------------|------------------------------------|----------------------------|----------------|
| A. | <b>Gender:</b>              | M - Male                           | F - Female                 |                |
| B. | <b>Ethnic Group:</b>        | 1 - White                          | 2 - Black                  | 3 - Hispanic   |
|    |                             | 4 - American Indian/Alaskan Native | 5 - Asian/Pacific Islander |                |
| C. | <b>Work Classification:</b> | OF - Officials                     | SU - Supervisors           | FO - Foremen   |
|    |                             | CL - Clerical                      | CA - Carpenters            | EO - Operators |
|    |                             | TD - Truck Drivers                 | IW - Ironworkers           | PA - Painters  |
|    |                             | EL - Electricians                  | PP - Pipefitters           | TE - Technical |
|    |                             | OT - Other                         |                            | LA - Laborers  |
| D. | <b>Employee Status:</b>     | O - Owner Operator                 | J - Journeyman             | C - Company    |
|    |                             | A - Apprentice                     | T - Trainee                |                |

Payroll data shall be submitted by the prime contractor and each subcontractor for each consecutive week, from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer, with the appropriate box ("No Work", "Suspended", "Completed") checked at the bottom of the Payroll Form RE 48. Do Not check any of these boxes when payroll data is being reported on the payroll.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is **REQUIRED**. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

## Disadvantaged Business Enterprise Participation

Effective: September 1, 2000  
Revised: October 1, 2003

**FEDERAL OBLIGATION.** The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

**CONTRACTOR ASSURANCE.** The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**OVERALL GOAL SET FOR THE DEPARTMENT.** As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR.** This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 0 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

**DBE LOCATOR REFERENCES.** Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes

on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.state.il.us](http://www.dot.state.il.us).

**BIDDING PROCEDURES.** Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

(a) In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

(b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The name and address of each DBE to be used;
- (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
- (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and

- (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
- (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in

the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
  - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.



- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the

Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

## **Payments to Subcontractors**

Effective: June 1, 2000  
Revised: September 1, 2003

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

## Partial Payments

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

**"109.07 Partial Payments.** Partial payments will be made as follows:

- (a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

## **TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 1992  
Revised: January 1, 2003

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

The deficiency may be any lack of repair, maintenance or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

## Weight Control Deficiency Deduction

Effective: April 1, 2001  
Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left( \frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left( \frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor  
B = Net weight shown on delivery ticket  
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

## Flagger Vests

Effective: April 1, 2003

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange or fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments."

## **Placement of Arrow Boards**

Effective: August 1, 2001

Add the following to Article 701.04 of the Standard Specifications:

- “(g) Arrow Boards. Arrow boards shown on standards or in the plans at the beginning of tapers, shall be placed at the beginning of the taper or in the closed lane within the first 90 m (300 ft) of the taper.”



**Working Days**

Effective: January 1, 2002

The Contractor shall complete the work within 60 working days.

## Concrete Admixtures

Effective: January 1, 2003  
Revised: January 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. The Engineer may order or permit the use of a retarding or water-reducing admixture whenever the Engineer considers it appropriate.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

### **"SECTION 1021. CONCRETE ADMIXTURES**

**1021.01 General.** Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. In all cases, containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. The report shall also include water contents and results of set time tests according to AASHTO T 197 that were conducted on both a test and reference concrete, using cement from the source that is used as a standard by the Bureau of Materials and Physical Research. The cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd).

The manufacturer shall submit certification, both initially and annually thereafter, giving the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The initial and annual certifications shall further state that all admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass. The initial submittal shall also include an infrared spectrophotometer trace no more than five years old.

Annual re-submittals will be required and shall include certification that no changes have been made in the formulation since it was initially approved. The certification shall state that the admixture is the same as previously approved, and the Engineer may conduct such tests as deemed desirable to check the properties of the material before re-approval is granted.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory that is accredited by AASHTO Accreditation Program.

**1021.02 Air-Entraining Admixtures.** Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

**1021.04 Set Accelerating Admixtures.** The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

## **Portland Cement Concrete**

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

## Curing and Protection of Concrete Construction

Effective: January 1, 2004

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

"Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete."

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the "Unit Price Adjustments" table of Article 503.22 of the Standard Specifications to read:

"UNIT PRICE ADJUSTMENTS"	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):	
When protected by:	115%
Protection Method II	110%
Protection Method I	
For concrete in superstructures:	
When protected by:	123%
Protection Method II	115%
Protection Method I	
For concrete in footings:	
When protected by:	107%
Protection Method I, II or III	
For concrete in slope walls:	
When protected by:	107%
Protection Method I	

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

"All test specimens shall be cured with the units according to Article 1020.13."

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article."

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"For curing, air vents shall be in place, and shall be so arranged that no water can enter the void tubes during the curing of the members."

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13."

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days."

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:



"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION"			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
<b>Cast-in-Place Concrete:</b> <sup>11/</sup>			
Pavement	1020.13(a)(1)(2)(3)(4)(5) <sup>3/ 5/</sup>	3	1020.13(c)
Shoulder			
Base Course	1020.13(a)(1)(2)(3)(4)(5) <sup>1/ 2/</sup>	3	1020.13(c)
Base Course Widening			
Driveway			
Median			
Curb	1020.13(a)(1)(2)(3)(4)(5) <sup>4/ 5/</sup>	3	1020.13(c) <sup>16/</sup>
Gutter			
Curb and Gutter			
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin	1020.13(a)(1)(2)(3)(4)(5) <sup>4/</sup>	3	1020.13(c)
Manhole			
Inlet			
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3 <sup>12/</sup>	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) <sup>1/ 2/</sup>	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings			
Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) <sup>4/5/</sup>	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) <sup>17/</sup>	7	1020.13(e)(1)(2)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) <sup>8/</sup>	7	1020.13(e)(1)(2) <sup>17/</sup>
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2)
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) <sup>17/</sup>	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) <sup>1/</sup>	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) <sup>4/6/</sup>	7	1020.13(e)(1)(2) <sup>18/</sup>
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
<b>Precast Concrete:</b> <sup>11/</sup>			
Bridge Beams			
Piles	1020.13(a)(3)(5) <sup>9/10/</sup>	As required. <sup>13/</sup>	504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>
Bridge Slabs			
Nelson Type Structural Member			
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/9/10/</sup>	As required. <sup>14/</sup>	504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>
<b>Precast, Prestressed Concrete:</b> <sup>11/</sup>			
All Items	1020.13(a)(3)(5) <sup>9/10/</sup>	Until strand tensioning is released. <sup>15/</sup>	504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C ( 45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly

soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced by the Contractor at his/her own expense."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

**"1022.06 Cotton Mats.** Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired.

Add the following Article to Section 1022 of the Standard Specifications:

**"1022.07 Linseed Oil Emulsion Curing Compound.** Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I, II, or III according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be  $50 \pm 4$  percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be  $50 \pm 4$  percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

**"1020.14 Temperature Control for Placement.** Temperature control for concrete placement shall conform to the following requirements:

- (a) Temperature Control other than Structures. The temperature of concrete immediately before placing, shall be not less than  $10^{\circ}\text{C}$  ( $50^{\circ}\text{F}$ ) nor more than  $32^{\circ}\text{C}$  ( $90^{\circ}\text{F}$ ). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches  $30^{\circ}\text{C}$  ( $85^{\circ}\text{F}$ ), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to  $35^{\circ}\text{C}$  ( $96^{\circ}\text{F}$ ), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum  $32^{\circ}\text{C}$  ( $90^{\circ}\text{F}$ ) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below  $5^{\circ}\text{C}$  ( $40^{\circ}\text{F}$ ) and falling or below  $2^{\circ}\text{C}$  ( $35^{\circ}\text{F}$ ), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than  $20^{\circ}\text{C}$  ( $70^{\circ}\text{F}$ ) nor more than  $65^{\circ}\text{C}$  ( $150^{\circ}\text{F}$ ). The aggregates may be heated by either

steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of concrete as placed in the forms shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F), per the Engineer's instructions. When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4 and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. Employ convict labor for any purpose within the limits of

the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the



contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.